



Department of Design and Construction

PROJECT ID: HH115REGX

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

Building Envelope Rehabilitation for Regents Family Center

LOCATION: 2724 Broadway
BOROUGH: Manhattan 10032
CITY OF NEW YORK

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

Department of Homeless Services

SUPERSTRUCTURES Engineers + Architects



Date: June 12, 2017

17-109



Justin Walter
Chief Administrative Officer
Administration

December 21, 2017

CERTIFIED MAIL - RETURN RECEIPT REQUEST
NEELAM CONSTRUCTION CORP.
163-A Paris Avenue
Northvale, NJ 07647

**RE: FMS ID: HH115REGX
E-PIN: 85017B0111001
DDC PIN: 8502017HR0007C
*PQL: (LANMARK)-BUILDING ENVELOPE
REHABILITATION FOR REGENTS FAMILY
CENTER-BOROUGH OF MANHATTAN
NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$8,919,631.00 submitted at the bid opening on September 26, 2017. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

- (1) Execute four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.



**Department of
Design and
Construction**

On or before the contract commencement date, you are required to submit all other certificates of insurance and/or policies in the types and amounts required by Schedule A. Such certificates of Insurance and/or policies must be submitted to the Agency Chief Contracting Office, Attention: Risk Manager, Fourth Floor at the above indicated department address.

Your attention is directed to the section of the Information for Bidders entitled "Failure to Execute Contract". As indicated in this section, in the event you fail to execute the contract and furnish the required bonds within the (10) days of your receipt of this notice of award, your bid security will be retained by the City and you will be liable for the difference between your bid price and the price for which the contract is subsequently awarded, less the amount of the bid security retained.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Shipman', written over a faint, illegible typed name.

**Michael Shipman
Director of Contracts**

NOTICE TO BIDDERS:

- **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 Contract for General Construction Work.

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.

SPECIAL NOTICE TO BIDDERS

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

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

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

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

PRE BID QUESTIONS (PBQs):

- **Please be advised that PBQs should be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date as indicated in ATTACHMENT 1 – BID INFORMATION, page 22, VOLUME 1 of 3 of this BID PACKAGE.**

THIS PAGE INTENTIONALLY LEFT BLANK

**BID BOOKLET
PART A**

THIS PAGE INTENTIONALLY LEFT BLANK

PROJECT ID: HH115REGX

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

BID BOOKLET

TABLE OF CONTENTS

PART A		page
1.	Special Notice to Bidders.....	2
2.	M/WBE Program: M/WBE Utilization Plan.....	5
3.	Bid Form.....	10
4.	Affirmation.....	15
5.	Bidder's Identification of Subcontractors.....	16
6.	Bid Bond.....	18
7.	Contractor's Bid Breakdown	21
8.	Attachment 1 - Bid Information.....	22
 PART B		
9.	Safety Questionnaire.....	23
10.	Pre-Award Process	26
11.	Project Reference Form.....	28
12.	Contract Certificate.....	31
13.	Confirmation of Vendex Compliance.....	32
14.	Iran Divestment Act Compliance Report.....	33
15.	Construction Employment Report.....	35

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

THE BID SHALL CONSIST OF TWO (2) SEPARATE, SEALED ENVELOPES. THE DOCUMENTS THAT MUST BE COMPLETED AND INCLUDED IN EACH SEPARATE ENVELOPE ARE LISTED BELOW.

BID ENVELOPE #1: Bid Envelope #1 shall contain the following items:

- Bid Form, including Affirmation
- Bid Security (if required, see page 22)
- Schedule B: M/WBE Utilization Plan (if participation goals have been established)

BID ENVELOPE #2: Bid Envelope #2 shall contain **ONLY** the following item:

- Bidder's Identification of Subcontractors (see pages 16 & 17)

**FAILURE TO SUBMIT THE FOUR ITEMS LISTED ABOVE
WILL RESULT IN THE DISQUALIFICATION OF THE BID**

BID ENVELOPE #1: In addition to the items listed above, Bid Envelope #1 shall also contain the following items: **DO NOT** Include the items listed below in Bid Envelope #2.

- Bid Breakdown (if required, see page 21)
- Safety Questionnaire
- Construction Employment Report (if bid is \$1,000,000 or more)
- Contract Certificate (if bid is less than \$1,000,000)
- Confirmation of Vendex Compliance
- Bidder's Certification of Compliance with Iran Divestment Act
- Special Experience Requirements Qualification Form (if required, see pages 3, 4)
- Any Addenda issued prior to the receipt of bids

**FAILURE TO SUBMIT THE EIGHT ITEMS LISTED ABOVE
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

- NOTES:**
- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
 - (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391-2601) or by fax (718-391-2627).
 - (3) **VENDEX QUESTIONNAIRES:** Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
 - (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3 and 4 of this Bid Booklet.
 - (5) **SPECIAL EXPERIENCE REQUIREMENTS FOR ASBESTOS:** The Bidder is advised that this contract contains strict requirements regarding the prior experience and licensing of the subcontractor who will perform any required asbestos abatement work. These special experience requirements are set forth in the section of the specifications which describes any required asbestos abatement work.

Special Notice to Bidders – Proprietary Items

- A. General: A proprietary item required for the Project is specified below. The contractor is required to provide and install such proprietary item. The Contractor must provide the specified item from the designated manufacturer. Substitutions are not permissible and will not be approved. More detailed information regarding the item is set forth in the Specifications. Such information includes item description, as well as requirements for installation and related materials.
- B. Payment: For the required proprietary item, an allowance amount is indicated. The allowance provides a stipulated amount to reimburse the Contractor for the purchase of the proprietary item from the designated manufacturer. Payment from the allowance shall be limited to the purchase price of the specified proprietary item and shall exclude any costs above and beyond the purchase price. Payment from the allowance shall not include any of the following costs with respect to the specified proprietary item: (1) any mark-up for the Contractor's overhead and profit, (2) any costs for transportation, including delivery, shipping or special handling costs, (3) any costs for installation, and (4) any costs for related materials. Payment for the specified proprietary item shall be based on the invoice actually provided by the manufacturer.
- C. Bid Form: A total allowance amount for the purchase of all required proprietary items is set forth on the Bid Form. In preparing the lump sum portion of its bid, the Contractor shall:
- (1) Exclude from its bid any costs for the purchase of the proprietary items, and
 - (2) Include in its bid any costs above and beyond the purchase price, including without limitation, costs for transportation, delivery, installation, related materials and overhead.
- D. Required Proprietary Item(s):

CONTRACT NO. 1:

- | | |
|------------------------|-------------------------------------|
| 1. Proprietary Item: | Umbrella Insert |
| Specification Section: | 040519 |
| Manufacturer: | ITW Red Head HBU-38 Umbrella Insert |
| Allowance Amount: | Not to Exceed \$96 |
| | |
| 2. Proprietary Item: | Stone Joint Anchor (Concealed) |
| Specification Section: | 040519 |
| Manufacturer: | Hohmann & Barnard C-3 Stone Anchor |
| Allowance Amount: | Not to Exceed \$100 |

3. Proprietary Item: Half Moon Stone Anchor
Specification Section: 040519
Manufacturer: Hohmann & Barnard #422 Stone Anchor
Allowance Amount: Not to Exceed \$500

4. Proprietary Item: Premolded Control Joint
Specification Section: 079200
Manufacturer: Emseal Colorseal
Allowance Amount: Not to Exceed \$1,680

5. Proprietary Item: Multi-Part Adjustable Saddle
Specification Section: 087100
Manufacturer: Zero International Series 77
Allowance Amount: Not to Exceed \$200

SPECIAL EXPERIENCE REQUIREMENTS

Special Experience Requirements apply as indicated below.

Special Experience Requirements are not applicable to the Bidder for this contract since the Department of Design and Construction has established a pre-qualified list ("PQL") of contractors for furnishing all labor, materials and equipment, necessary and required to perform work on facilities determined by the City to be Reconstruction and restoration of Landmarked and Landmark-Quality Buildings. This procurement for the specified work is being advertised and let solely to bidders who were previously pre-qualified based on their prior experience, and placed on the Reconstruction and restoration of Landmarked and Landmark-Quality Buildings PQL. Bids submitted by other than such pre-qualified bidders will be rejected as non-responsive bids. The below listed Special Experience Requirements apply solely to the Contractor/Sub-contractor performing the specific area(s) of work shown and the manufacturer that will supply or fabricate specific material or equipment.

Specific Areas of Work: General Construction Work YES NO

(A) **SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:** The special experience requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the bidder intends to perform these specific areas of work with its own forces, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract these specific areas of work, its proposed subcontractor(s) must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City. The bidder is advised to carefully review these special experience requirements prior to submitting its bid, as such experience requirements will be strictly enforced.

(1) Special experience requirements apply to the contractor or subcontractor that will perform specific areas of work specified in the section(s) set forth below.

General Construction

- Section 075600: Fluid Applied Roofing
- Section 076100: Sheet Metal Roofing

(2) Special experience requirements apply to the contractor or subcontractor that will perform specific areas of work specified in the section(s) set forth below. Such experience requirements are set forth in full in the Addendum to the General Conditions.

b. The contractor or subcontractor performing the work of these sections must be a company regularly engaged in performing roofing projects with its own workforce and have successfully completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within 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 contractor's or subcontractor's company 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 contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.

(3) For each project submitted to demonstrate compliance with the special experience requirements for specific areas of work, the contractor or proposed subcontractor will be required to complete the Qualification Form included in the Bid Booklet.

a. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

b. The contractor or subcontractor must specify, for each qualifying project submitted, the type of roofing system utilized and provide proof that the manufacturer's warranty for that project was issued. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information required to be provided by the contractor or subcontractor on the Qualification Form is actually provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

Qualification Form

Project ID: HH15REGX

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: Neelam Construction Corporation

Name of Project: West Point, Ike Hall Renovation (USMA)

Location of Project: 665 Ritches Rd, West Point, NY 10996

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: MR. Randy McMurrie

Title: Project Manager Phone Number: 845-938-5440

Brief description of work completed: Underground Utilities Demolition Drywall & Ceiling, Sprinklers, HVAC, Electrical, Fire Alarm, Plumbing, Elevator

Was the work performed as a prime or a subcontractor: Prime

Amount of Contract: 12.5 Million

Date of Completion: 10/30/2012

Name of Contractor: Neelam Construction Corporation

Name of Project: Moma PS-1

Location of Project: 22-25 Jackson Ave, LIC, NY-11101

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: Joy Tamborino (Nyc DDC)

Title: Project Manager Phone Number: 347-721-5516

Brief description of work completed: Fire Rated Ceiling, Interior Finish Carpentry, Upgrade of Existing Mechanical System 100 ton chiller, Electrical

Was the work performed as a prime or a subcontractor: Prime

Amount of Contract: \$ 3,800,508

Date of Completion: 10/20/2012

Qualification Form

Project ID: HH115REGX

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: Neelam Construction Corp.

Name of Project: BW146888 - Exterior Restoration & Emergency Sidewalk

Location of Project: Various Developments (Citywide) NYCHA

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: Chirag Patel

Title: Deputy Director Phone Number: 212-306-2860

Brief description of work completed: facade Restoration, Masonry, Roof Patch up, ACM Abatement, Metal Railing, Parapet, Sidewalk shed, pipe scabold

Was the work performed as a prime or a subcontractor: prime

Amount of Contract: \$ 18,281,319.10

Date of Completion: December 2015

Name of Contractor: Neelam Construction Corporation

Name of Project: RF 1415.327, Exterior Restoration of ~~Roof~~ ^{Roofing Replacement}

Location of Project: NYCHA - Jefferson House, 310 E, 115th St, Manhattan NY

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: Chirag Patel

Title: Deputy Director Phone Number: 212-306-2860

Brief description of work completed: Sidewalk shed, Roof Replacement facade, masonry Repair, ACM/Local Abatement Metal Railing

Was the work performed as a prime or a subcontractor: Prime

Amount of Contract: \$ 19,386,371.54

Date of Completion: September 2016

MWBE PROGRAM

M/WBE UTILIZATION PLAN

M/WBE Program Requirements: The requirements for the M/WBE Program are set forth on the following pages of this Bid Booklet, in the section entitled “Notice to All Prospective Contractors”.

Schedule B: M/WBE Utilization Plan: Schedule B: M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet on the pages following the section entitled “Notice to All Prospective Contractors”. The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

Waiver: The bidder may seek a full or partial pre-award waiver of the Participation Goals in accordance with the “Notice to All Prospective Contractors” (See Part A, Section 10). The bidder’s request for a waiver must be submitted at least seven (7) calendar days prior to the bid date. Waiver requests submitted after the deadline will not be considered. The form for requesting a waiver of the Participation Goals is set forth in the M/WBE Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled “Notice to All Prospective Contractors”. A Schedule B submitted by the bidder which does not include the Vendor Certification and Required Affirmations (See Section V of Part II) will be deemed to be non-responsive, unless a full waiver of the Participation Goals is granted (Schedule B, Part III). In the event that the City determines that the bidder 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 Required Affirmations, the bidder 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 is non-responsive.

Receipt of notification is defined as the date notice is emailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If Participation Goals have been established for the participation of M/WBEs, the contractor is not required to comply with the Locally Based Enterprise Program (“LBE”). The LBE Program is set forth in Article 67 of the Contract.

THIS PAGE INTENTIONALLY LEFT BLANK

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). 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. 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 I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I 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 New York City Department of Small Business Services 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 II (see Pages 2-4) 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; and (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. 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 II (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 II (see Pages 2-4) 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; and (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. 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 II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). 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 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 MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where 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 III (Page 5) 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 zhangji@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted 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 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.

13. 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.

14. 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 an **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 an **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 VENDEX as caution data.

Tax ID #: 22-2822073

APT E-
PIN#: 85017B0111

Contract # 1 - General Construction Work

SCHEDULE B - MWBE Utilization Plan

Part I: MWBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin # 85017B0111 FMS Project ID#: HH115REGX
 Project Title/Agency Building Envelope Rehabilitation for Regents Family Center
 PIN # 8502017HR0007C
 Bid/Proposal
 Response Date: SEPTEMBER 7, 2017
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Avenue City Long Island City State NY Zip Code 11101
 Contact Person Norma Negrón Title MWBE Liaison & Compliance Analyst
 Telephone # (718) 391-1502 Email negronn@ddc.nyc.gov



This Project consists of Exterior façade restoration, parapet replacement, roof slab replacement at openings, roofing system replacement, copper batten seam roof replacement.



Prime Contract Industry: Construction

Group	Percentage	
<u>Unspecified *</u>	<u>10</u>	<u>%</u>
OR		
<u>Black American</u>	<u>Unspecified</u>	<u>%</u>
<u>Hispanic American</u>	<u>Unspecified</u>	<u>%</u>
<u>Asian American</u>	<u>Unspecified</u>	<u>%</u>
<u>Women</u>	<u>Unspecified</u>	<u>%</u>
Total Participation Goals	10	%

Line 1

* Note: For this procurement, individual ethnicity and gender goals are not specified. The Total Participation Goals for construction contracts may be met by using Black American, Hispanic American, Asian American or Women certified firms or any combination of such firms.

Tax ID #: 22-2822073

APT E-

PIN#: 85017B0111

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer:

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 9 and 9a and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID # 22-2822073 FMS Vendor ID # _____

Business Name Neelam Construction Corp. Contact Person Kanti Bhandari

Address 163A, Paris Avenue, Northvale, NJ 07647

Telephone # 201-768-2213 Email Neelam1238@aol.com

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 6)	Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$ 8,919,631-	10%	\$ 891,963. ¹⁰ / ₁₀₀
	\$	X	= \$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.	Total Bid/Proposal Value	Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>			
	\$	X	= \$ Line 3

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. 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 above, 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 above, 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 above, as applicable.

Section IV: 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 brief description of the type(s) and dollar value of subcontracts for all any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

- 1. Masonry \$419,830.00
- 2.
- 3. Roof \$250,000.00
- 4.
- 5.
- 6. Concrete \$100,000.00
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.

✓ Scopes of Subcontract Work

Section V: 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 [Signature] Date 9/8/17/2017
 Print Name Kanti Bhandari, President Title President

SCHEDULE B – PART III – REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview

Tax ID # _____ FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date _____

APT E-PIN # (for this procurement) _____ Contracting Agency _____

M/WBE Participation Goals as described in bid/solicitation documents:

_____ % Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal as requested by vendor seeking waiver: _____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- Vendor subcontracts *some* of this type of work but at a *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

References
 List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

(Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

TYPE OF Contract	ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Type of Work Subcontracted		

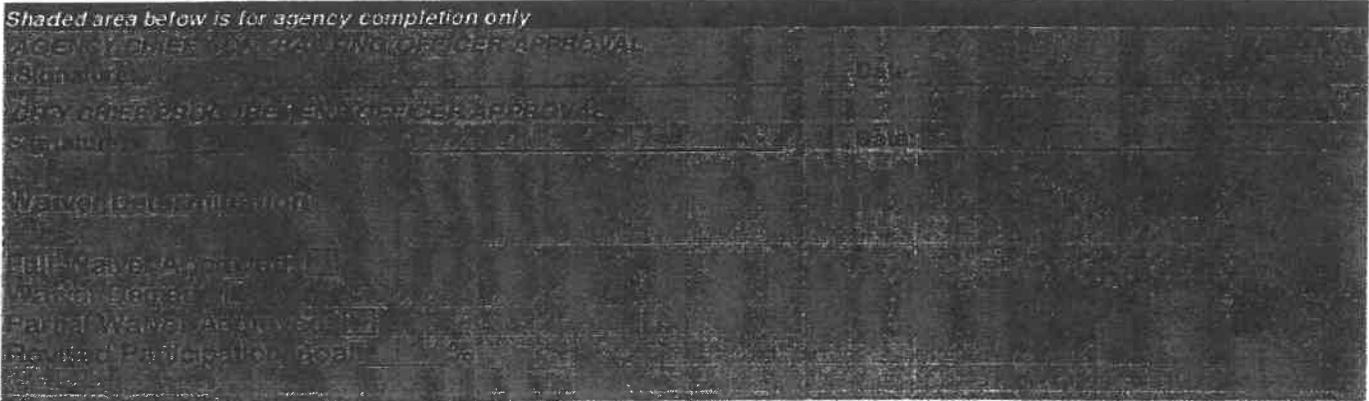
TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at agency/entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

VENDOR CERTIFICATION: 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.

Signature: _____
Print Name: _____

Date: _____
Title: _____



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

**BID FOR FURNISHING ALL LABOR AND
MATERIAL NECESSARY AND REQUIRED FOR:**

PROJECT ID: HH115REGX

**Building Envelope Rehabilitation for Regents Family Center
2724 Broadway
Manhattan 10032**

Name of Bidder: Neelam Construction Corp.

Date of Bid Opening: 9/7/2017

Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation

Place of Business of Bidder: 163A Paris Ave, Northvale NJ 07647

Bidder's Telephone Number: 201-768-2213 Bidder's Fax Number: 201-768-2548

Bidder's Email Address: neelam1238@aol.com

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners

Residence of Partners

_____	_____
_____	_____
_____	_____

If Bidder is a Corporation, fill in the following blanks:

Organized under the laws of the State of NY

Name and Home Address of President: Kanti Bhandari
316, Summit Street, Norwood, NJ 07648

Name and Home Address of Secretary: Pravin Bhandari
61, Bethany circle, Closter, NJ 07624

Name and Home Address of Treasurer: "Same as above"

BID FORM

Neelam Construction Corp.

The above-named 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 set forth on the Affirmation included as page 17 of this Bid Booklet.

The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

5. 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).

6. 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.

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.

7. 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.

8. 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.

9. 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:

10. **M/WBE UTILIZATION PLAN:** By signing its bid, the bidder agrees to the Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted. The Vendor Certification and Required Affirmations will be deemed to satisfy the requirement to complete Section V of Part II of Schedule B: M/WBE Utilization Plan.

Section V: Vendor Certification and Required Affirmations:

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
- 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.

BID FORM

PROJECT ID: HH115REGX

TOTAL BID PRICE: In the space provided below, the Bidder shall indicate the total bid price in figures.

A. LUMP SUM PRICE - Total price for all labor and material for all required work, excluding items (B) and (C) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For Labor

Total Price for Material Sold and Delivered

\$ 5,342,055 +

\$ 3,560,000.00

Total Price for Item A= \$ 8,902,055.00

B. ALLOWANCE for Incidental Asbestos Abatement (Section 028013 of the Specifications)

\$15,000.00

C. AMOUNT for Proprietary Items (Page 2a-b of the Bid Booklet)

\$2,576.00

TOTAL BID PRICE (Add A + B + C) (a/k/a BID PROPOSAL)

\$ 8,919,631.00
BB 9/26/17

BIDDER'S SIGNATURE AND AFFIDAVIT

* SUBCONTRACTOR IDENTIFICATION: You MUST complete and submit the form entitled "Bidder's Identification of Subcontractors" (page 17) at the time you submit your bid. You must submit this form in a separate, sealed envelope (BID ENVELOPE #2). In the event an award of contract is not made to the Bidder, the Bidder hereby authorizes the Agency to shred the form entitled "Bidder's Identification of Subcontractors". Yes No

Bidder: Neelam Construction Corp

By: [Signature]

(Signature of Partner or corporate officer)

Attest: [Signature]

Pravin Bhandari
Secretary of Corporate Bidder

(Corporate Seal)

Affidavit on the following page should be subscribed and sworn to before a Notary Public

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDERS IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this
day of _____,

Notary Public

AFFIDAVIT WHERE BIDDERS IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am a member of _____ the firm described in and which executed the foregoing bid. subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
day of _____,

Notary Public

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW ^{Jersey} YORK, COUNTY OF Marlboro ss:

Kanti Bhandari being duly sworn says:

I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 376 Summit St, Norwood NJ 07648.

I have knowledge of the several matters therein stated, and they are in all respects true.

[Signature]
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
30 day of August 2017

Tulsi K Grandhi
Notary Public



AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except None

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: Neelam Construction Corp.
Address: 163A Paris Ave, Northvale, NJ 07647
City: Northvale State: New Jersey Zip Code: 07647

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorship *
SOCIAL SECURITY NUMBER

- B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

- C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By: [Signature]
Signature:

Title: President

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying of businesses which seek City contracts.

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

NOTICE TO BIDDERS

SUBMISSION: The Bidder must, at the time of the bid, submit the completed form on the next page ("BIDDER'S IDENTIFICATION OF SUBCONTRACTORS"). This form must be submitted in a separate, sealed envelope (BID ENVELOPE #2). Failure to do so will result in the disqualification of the bid as non-responsive.

Please be advised that pursuant to GML § 101(5) the Bidder is required to submit with its bid the names of subcontractors it intends to use to perform the following work on this contract, as well as the agreed-upon amount to be paid to each:

- plumbing and gas fitting;
- steam heating, hot water heating, ventilating and air conditioning apparatus; and
- electric wiring and standard illuminating fixtures.

NOTE: This project may not involve all of the above listed subcontractors. Please see the form on the next page which indicates the subcontractors required for this Project.

All listed subcontractors must be used to perform the work identified on this form for the amount listed. The listed subcontractors are not alternatives to each other. The list of subcontractors is to be submitted in a separate sealed envelope by completing the form 'Bidders Identification of Subcontractors' for any subcontractors intended to be used in any of the three trades listed above. If bidder intends to use its own forces for any of the above listed work, bidder should complete this form using its own name.

Failure to submit the completed form on the next page ("Bidder's Identification of Subcontractors") that includes the names of subcontractors and the agreed upon amounts to be paid to such subcontractors will render the bid non-responsive.

PLEASE NOTE: for any contract that is subject to M/WBE Participation Goals under Local Law 129, if the bidder's intention to use its own forces to do any of the above-referenced work would result in Bidder's failure to attain the Target Subcontracting Percentage identified in Schedule B (Subcontractor Utilization Plan), the bid will be non-responsive unless the bidder requests and obtains a Waiver of Target Subcontracting Percentage (Schedule B, Part III) in advance of bid submission. Failure to submit the completed 'BIDDERS IDENTIFICATION OF SUBCONTRACTORS' form that includes the names of subcontractors and the agreed upon amounts to be paid to such subcontractors will render the bid non-responsive.

After the low bid is announced, the sealed list submitted by the low bidder will be opened and the names of the subcontractors will be announced. The sealed lists of subcontractors submitted by all other bidders shall be maintained by the Agency unopened unless such bidder shall become the low bidder (e.g., the initial low bidder is found non-responsive). All unopened lists of subcontractors shall be returned to the bidders unopened after contract award, unless the bidder has given the agency permission to shred the form.

After bid submission, any change of subcontractor or agreed-upon amount to be paid to each shall require approval of the Agency upon a showing of a legitimate construction need which shall include, but not be limited to, a change in project specifications, a change in project material costs, a change to subcontractor status as determined pursuant to §222 (2)(e) of the Labor Law, or if the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

Project ID: HH115REGX

SUBMISSION: In addition to its Bid (Bid Envelope # 1), the Bidder must, at the time of the bid, complete and submit this form in a separate, sealed envelope (Bid Envelope # 2). To complete this form, the Bidder must identify the subcontractors it intends to use for the work listed below, as well as the dollar amount to be paid to each subcontractor. Failure to complete this form and submit it in a separate, sealed envelope will result in the disqualification of the bid as non-responsive.

The Bidder intends to use the following subcontractors. If the Bidder intends to do any of the work referenced below with its own forces, the Bidder should complete this form using its own name. If multiple subcontractors for any trade are proposed, Bidder may submit multiple copies of this form.

1. PLUMBING CONTRACTOR:

Description of Plumbing Work:

(Print Name)

Agreed amount to be paid Subcontractor: \$ _____

BIDDER'S SIGNATURE: The Bidder must sign and complete this form in the spaces provided below:

(Bidder's Signature)

(Print Name)

(Address)

*

(Title)

(Phone #)

(Fax#)

(Date)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Neelam Construction Corp.

hereinafter referred to as the "Principal", and Vigilant Insurance Company

hereinafter referred to as the "Surety" 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 _____

10% of the amount bid

(\$ _____), 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 submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for building envelope rehabilitation for Regents Family Center 2724 Broadway Mahnattan, New York 10032

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:

- (a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and
- (b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and
- (c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND 2

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to him the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the City, either a performance bond or payment bond, or both, shall not be required by the City on or before the 30th day after the date on which the City signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 6th day of September, 2017.

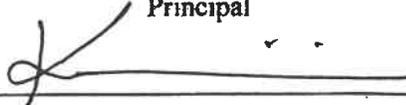
(Seal)

Neelam Construction Corp.

(L.S.)

Principal

By:

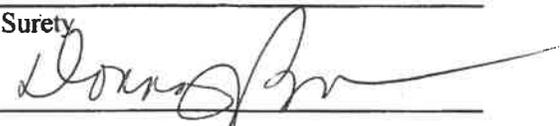


(Seal)

Vigilant Insurance Company

Surety

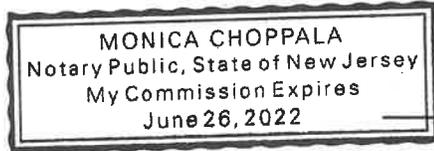
By:


Donna J. Bornemann, Attorney-In-Fact

BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of NJ County of Bergen ss:
On this 7 day of September, 2017, before me personally came Kanti Bhandesi to me known, who, being by me duly sworn, did depose and say that he resides at 376, Summit Street, Norwood NJ 07648 that he is the President of Neelam Construction Corp 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.



ch. choppala

Notary Public

ACKNOWLEDGEMENT 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

ACKNOWLEDGEMENT 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

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

BID BREAKDOWN

Submission: Bidders are advised that the requirement to submit a Bid Breakdown applies to each contract for which an "X" is indicated before the word "Yes". If required, the bidder must submit, with its bid, a completed Bid Breakdown. Failure to provide a completed Bid Breakdown may result in rejection of the bid as non-responsive.

X YES NO

Limitations on Use of Bid Breakdown:

Bidders are advised that the Bid Breakdown shall be used for bid analysis purposes only and shall not be binding for any other purposes under the Contract, including, without limitation, for payment purposes or in connection with a contractor claim for extra work. If the form for the Bid Breakdown does not include an item of work required by the Contract Documents, such omission shall have no effect whatsoever, nor shall it be used by the contractor in connection with a claim for extra work (i.e., work for which the contractor is entitled to a change order).

Instructions for Preparing Bid Breakdown:

- (A) The Bid Breakdown is set forth on the following pages of this Bid Booklet and is in accordance with the Construction Specification Institute (CSI) format. For all items of work listed in the Bid Breakdown, the bidder must indicate the price for labor and the price for material, as well as the estimated quantities required.
- (B) In preparing its Bid Breakdown, the bidder shall submit prices that include all costs for overhead and profit. Overhead shall include, without limitation, all costs in connection with the following: administration, management, superintendence, small tools, insurance, bonds, and provision of services or items required by the General Conditions [except for Security/Fire Guard Services and Temporary Heat]. If the Project requires Security/Fire Guard Services and/or Temporary Heat, such service(s) will be included as separate line items in the Bid Breakdown.
- (C) If an item is set forth in the Bid Breakdown, but is not included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addenda), the bidder is advised to leave the item blank and exclude the cost of the item from its grand total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items left blank.
- (D) If an item is not set forth in the Bid Breakdown, but is included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addenda), the bidder is advised to add the item to its Bid Breakdown and include the cost of the item in its grand total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items added.

THIS PAGE INTENTIONALLY LEFT BLANK



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114RECX

Sponsor Agency: Department of Homeless Services

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	CONTRACT 1 - GENERAL CONSTRUCTION WORK							
01 0000	GENERAL REQUIREMENTS							
01 0000	General Requirements							
	Security Guards	1	ls					
	Mobilization	1	ls					
	Subtotal							\$ 3,412,955.47
02 0000	EXISTING CONDITIONS							
02 41 19	DEMOLITION							
	ACT 01-Remove ext'g suspended acoustic tile system		sft					
	CJT 01-Stabilize masonry above, remove & discard ext'g FB(1wyth)		lft					
	COA 02-Remove mortar from brick masonry joints		sft					
	COA 03-Remove mortar from TC joints		sft					
	COA 04-Remove mortar from stone masonry joints		sft					
	COA 06- Remove ext'g plaster from concrete slab		sft					
	CON 03-Remove ext'g metal thru-slab sleeve		ea					
	CON 04-Remove ext'g deteriorated portions of rebar &concrete, clean & prep the cavity		sft					
	CON 05-Rout out ext'g crack at concrete to 1/2" wide & 1/2" deep		lft					
	COR 01- Stabilize masonry above, remove & discard ext'g brick masonry,		lft					
	DRN 01- Removal of ext'g drain		ea					
	DRN 02- Removal of ext'g drain		ea					
	FLA 01-Stabilize masonry above, remove & discard ext'g FB &		lft					
	FLA 05-Remove ext'g concrete threshold,		lft					
	FLA 06--Remove ext'g brick masonry stair, concrete threshold, & flashing		lft					
	FLA 08- Remove ext'g metal copings, flashing & anchorage		lft					
	FLA 09-Remove & reinstall ext'g metal treads		lft					
	FLA 10-Remove & reinstall ext'g metal receiver		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	FLA 11-Remove ext'g concrete sill & flashing		lft					
	FLA 12-Remove ext'g perimeter flashing		lft					
	JNT 01-Remove & discard ext'g perimeter window sealant		lft					
	LTL 01-Stabilize masonry above, remove & discard ext'g brick masonry,		lft					
	LTL 02-Stabilize masonry above, remove & discard ext'g brick masonry,		lft					
	LTL 03-Stabilize masonry above, remove & discard ext'g brick masonry,		lft					
	MAS 01-Stabilize masonry above, remove & discard ext'g FB (1 wythe)		sft					
	MAS 02-Stabilize masonry above, remove & discard ext'g FB (1 wythe)		lft					
	MEM 01-Remove & discard ext'g roof system down to roof screed		sft					
	MEM 01/A/C- Provide testing of ext'g A/C unit		ea					
	MEM 01/Piping -Remove ext'g piping, including recovery of refrigerant		lft					
	MEM 02-Remove ext'g metal treads		sft					
	MTL 01 -Remove misc. metal & surrounding brick		ea					
	PEN 01-Remove brick at wall penetration		ea					
	PNT 01-Rake out & discard ext'g mortar in brick masonry		sft					
	PNT 02-Rake out & discard ext'g mortar in TC masonry		lft					
	PPT 01 - Remove & discard ext'g parapet		lft					
	PPT 02- Remove & discard ext'g parapet		lft					
	RAI 01-Remove ext'g parapet-mounted guardrail incl. bracket & anchor		lft					
	RAI 02-Remove ext'g facade-mounted guardrail incl. all anchorage & spot remove face brick.		lft					
	REF 01 - Remove ext'g exhaust fan cover		ea					
	SHM 01-Remove & discard ext'g standing seam sheet metal roof system & sheathing		sft					
	SHIM 01/ Windows-Remove & reinstall ext'g windows		ea					
	SIL 01- Remove & discard ext'g widow sill		lft					
	SIL 02- Remove ext'g window sill to remove flashing and anchors		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	SKY 01- Remove & discard ext'g skylight structure, all flashing & anchors.		sft					
	SLB 01-Remove & discard ext'g metal grating, brick curb, plywood structure & framing, & portion of concrete encasement		sft					
	SLB 02-Remove & discard ext'g TC curb, plywood cover & membrane		sft					
	STN 01-Remove & discard ext'g TC units		ea					
	STN 02-Remove & discard ext'g TC units		ea					
	STN 03-Remove & discard ext'g TC units		ea					
	STU 01-Remove & discard ext'g stucco		sft					\$ 1,042,657.66
	Subtotal							
02 8213	ASBSTOS ABATEMENT							
	Asbestos Abatement		ls					\$ 300,000.00
	Subtotal							
	CONCRETE							
03 0000	Concrete Restoration							
03 0100	COA 06- Install concrete coating(non-traffic)crack bridging		sft					
	CON 04-Apply corrosion resistant rebar coating, bonding agent & structural concrete repair mortar		sft					
	CON 05-Injection ports, injection epoxy adhesive for crack, structural repair mortar, curing agent, finish coating.		lft					
	Subtotal							\$ 58,049.87
03 3000	CAST-IN-PLACE CONCRETE							
	CON 04-Deformed reinforcing bars spliced to ext'g		sft					
	FLA 05-Concrete curb, deformed reinforcing bars, & welded wire fabric		lft					
	FLA 06-Concrete curb, deformed reinforcing bars, & welded wire fabric		lft					
	SLB 01-Welded wire fabric & concrete slab & topping on metal deck.		sft					
	SLB 02-Welded wire fabric & concrete slab & topping on metal deck.		sft					
	Subtotal							\$ 8,001.00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
03 4500	Precast Architectural Concrete							
	FLA 08- Provide new precast architectural concrete coping units		lft					
	PPT 01- Provide new molds for precast architectural concrete units		ea					
	PPT 01-Provide new precast architectural concrete face units to match ext'g		ea					
	PPT 01-Provide new precast architectural concrete coping units to match ext'g TC.		lft					
	PPT 01/COP 01-Provide new precast Archit. Concrete coping units to match ext'g TC, anchorage set in anchoring compound		lft					
	PPT 02/COP 02-Provide new precast Archit. Concrete coping units; anchorage set in anchoring compound		lft					
	PPT 02- Provide new precast architectural concrete coping units		lft					
	SHM 01- Provide new precast architectural concrete coping units		lft					
	SIL 01- Provide new precast architectural concrete Window sill		lft					
	SIL 02- Provide new precast architectural concrete Window sill		lft					
	STN 01- Provide new molds for precast architectural concrete units		ea					
	STN 01-Provide new architectural precast stone to match ext'g TC.unit		ea					
	STN 02- Provide new molds for precast architectural concrete units		ea					
	STN 02-Provide new architectural precast stone to match ext'g TC.unit		ea					
	STN 03- Provide new molds for precast architectural concrete units		ea					
	STN 03-Provide new architectural precast stone to match ext'g TC.unit		ea					
	Subtotal							\$ 329,130.00
04 0000	MASONRY							
04 0120	Unit Masonry Replacement							
	CJT 01- Provide new FB & compressible filler (neoprene)		lft					
	COR 01 Provide New face brick		lft					
	FLA 01- Provide face brick		lft					
	LTL 01- Provide face brick		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 02- Provide face brick		lft					
	LTL 03- Provide face brick		lft					
	MAS 01- Provide face brick		sft					
	MAS 02- Provide face brick		lft					
	MTL 01- Provide face brick		ea					
	PEN 01- Provide face brick		ea					
	PPT 01- Provide brick parapet		lft					
	PPT 02- Provide brick parapet		lft					
	RAI 02- Provide face brick		lft					
	SHM 01- Provide face brick		lft					
	Subtotal							\$ 1,196,203.09
04 0122	Masonry Cleaning							
	COA 02-Remove ext'g coating from brick masonry		sft					
	COA 03-Remove ext'g coating from TC masonry		sft					
	COA 04-Remove ext'g coating from stone masonry		sft					
	Subtotal							\$ 8,445.00
04 0130	Terra Cotta Restoration							
	TRC 01- Provide TC crack repair							
	Subtotal							\$ 3,300.00
04 0513	Masonry Mortar							
	CJT 01- Provide new mortar		lft					
	COA 02-Pointing of brick masonry joints		sft					
	COA 03-Pointing of terra cotta masonry joints		sft					
	COA 04-Pointing of stone masonry joints		sft					
	COR 01 Provide new mortar		lft					
	FLA 01- Provide new mortar		lft					
	FLA 08- Provide new mortar for setting new coping		lft					
	LTL 01- Provide new mortar		lft					
	LTL 02-Provide new mortar		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regerits Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 03- Provide new mortar		lft					
	MAS 01- Provide new mortar		sft					
	MAS 02- Provide new mortar		lft					
	MTL 01- Provide new mortar		ea					
	PEN 01- Provide new mortar		ea					
	PNT 01- Provide new mortar in brick masonry joints		sft					
	PNT 02- Provide new mortar in terra cotta masonry joints		lft					
	PPT 01- Provide new mortar in parapet		lft					
	PPT 01/COP 01- Provide mortar for setting of copings		lft					
	PPT 02- Provide new mortar in parapet		lft					
	PPT 02/COP 02- Provide mortar for setting of copings		lft					
	SHM 01- Provide new mortar in parapet		lft					
	SIL 01- Provide new mortar for setting new sill		lft					
	SIL 02- Provide new mortar for setting new sill		lft					
	STN 01- Provide new mortar for setting new units		ea					
	STN 02- Provide new mortar for setting new units		ea					
	STN 03- Provide new mortar for setting new units		ea					
	Subtotal							\$ 317,534.40
04 0619	Masonry Anchorage & Reinforcing							
	CJT 01- Provide EJ stabilizing anchor & veneer anchorage		lft					
	COA 03- Provide (4) hybrid threaded anchors w/nut & washer set in epoxy adhesive		sft					
	COA 04- Provide (5) threaded rods set in epoxy adhesive		sft					
	COR 01 Provide veneer anchors & truss reinforcement		lft					
	Doors- Provide threaded rod & epoxy adhesive to secure new frame		lft					
	Doors- Provide an umbrella insert for installation of threaded rod set in epoxy		ea					
	DRN 01- Grout installation around drain body		ea					
	DRN 02- Grout installation around drain body		ea					
	FLA 08- Provide new anchorage for new precast concrete copings		lft					
	LTL 01- Provide veneer anchorage		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 02-Provide veneer anchorage		lft					
	LTL 03- Provide veneer anchorage		lft					
	MAS 01-Provide veneer anchorage		sft					
	MAS 02- Provide veneer anchorage		lft					
	MTL 02- Provide veneer anchorage for new ornamental metal elements		lft					
	PPT 01- Provide vertical reinforcement; provide masonry wall tie & truss reinforcement		lft					
	PPT 01/COP 01-Provide anchorage for coping installation		lft					
	PPT 01/STL 01- Provide vertical reinforcement(epoxy coated) welded to ext'g steel spandrel.		ea					
	PPT 01/STL 01- Provide cementitious grout(non-shrink) for patching of concrete slab around vertical reinforcement		ea					
	PPT 02- Provide vertical reinforcement; provide masonry wall tie & truss reinforcement		lft					
	PPT 02/COP 02-Provide anchorage for coping installation		lft					
	RAI 01-Provide anchorage to secure railing to interior face of parapet		lft					
	RAI 02-Provide anchorage to secure railing to brick masonry façade		lft					
	SLB 02 -Provide threaded rod w/nut & washer set in epoxy adhesive		lft					
	STN 01- Provide epoxy adhesive for new anchor		ea					
	STN 01- Provide half moon stone anchor		ea					
	STN 02-Provide epoxy adhesive for new anchor		ea					
	STN 02-Provide half moon stone anchor		ea					
	STN 03-Provide epoxy adhesive for new anchor		ea					
	STN 03-Provide concealed stone joint anchor		ls					
	STN 03-Provide half moon stone anchor		ls					
	STU 01 -Provide anchorage for stucco lath		sft					
	Subtotal							\$ 189,200.00
05 0000	METALS							
05 12 00	STRUCTURAL STEEL FRAMING							
	CON 03- Provide new SS plate		sft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 01- Provide new galv. Steel lintel & hangers		lft					
	LTL 02- Provide new galv. Steel lintel & hangers		lft					
	LTL 03- Provide new galv. Steel loose laid lintel		lft					
	PPT 01- Provide new galv. Steel lintel & hangers		lft					
	SLB 02- Provide new galv. Steel angle		lft					
	Subtotal							\$ 136,400.00
05 31 00	STEEL DECKING							
	SLB 01- Steel roof deck & accessories		sft					
	SLB 02 - Steel roof deck & accessories		sft					
	Subtotal							\$ 43,640.00
05 52 00	METAL RAILING							
	RAI 01- Provide new parapet mounted guardrail		lft					
	Subtotal							\$ 160,000.00
05 74 00	DECORATIVE METAL CASTINGS							
	MTL 02- Provide molds for decorative metal elements		ea					
	MTL 02- Replace decorative metal elements matching ext'g		ea					
	Subtotal							\$ 36,000.00
06 00 00	WOOD, PLASTICS, AND COMPASITES							
06 1000	ROUGH CARPENTRY							
	SHM 01- Provide exterior grade plywood substrate		sft					
	Subtotal							\$ 115,200.00
07 0000	THERMAL AND MOISTURE PROTECTION							
07 56 00	Fluid Applied Roofing							
	CON 01-Patch w/modified repair mortar (screed only)		sft					
	CON 02-Patch w/modified repair mortar (full depth of fill)		sft					
	CON 03-Fill w/modified repair mortar (full depth of slab and fill)		sft					
	DRN 01- Roof system flashing at replacement drain location		ea					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	DRN 02- Roof system flashing at replacement drain location		ea					
	FLA 01- Fluid applied flashing at roof perimeter		lft					
	FLA 02- Fluid applied flashing at roof perimeter		lft					
	FLA 03- Fluid applied flashing at mechanical unit		lft					
	FLA 04- Fluid applied flashing at roof penetration		ea					
	FLA 05- Fluid applied flashing at door threshold		lft					
	FLA 06- Fluid applied flashing at door threshold		lft					
	FLA 07- Fluid applied flashing at perimeter of stair & landing		lft					
	FLA 08- Fluid applied flashing at stair cheek wall		lft					
	FLA 09- Fluid applied flashing at stair tread		lft					
	FLA 10- Fluid applied flashing at metal-clad bulkhead		lft					
	FLA 11- Fluid applied flashing at sill		lft					
	FLA 12- Fluid applied flashing at low parapet		lft					
	MEM 01- Fluid applied membrane		sft					
	MEM 02- Fluid applied membrane		sft					
	MEM 02- Patch with modified repair mortar		sft					
	SKY 01- Fluid applied flashing at new skylight		lft					
	SLB 01- Provide modified repair mortar at beam encasement		lft					
	Subtotal							\$ 145,184.00
07 6100	SHEET METAL ROOFING							
	SHM 01- Provide SS sheet metal copper roof		sft					
	Subtotal							\$ 666,400.00
07 6200	SHEET METAL FLASHING & TRIM							
	FLA 01- Provide SS fabric flashing & counter flashing		lft					
	FLA 02- Provide SS fabric flashing & counter flashing		lft					
	FLA 08- Provide modified bitumen fabric flashing & SS pre-formed sheet metal flashing		lft					
	FLA 10- Provide SS cleats		lft					
	LTL 01- Provide SS composite flashing & drip edge		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

BIDDER: NEELAM CONSTRUCTION CORP.

Sponsor Agency: Department of Homeless Services

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 02- Provide SS composite flashing & drip edge		lft					
	LTL 03- Provide SS composite flashing & drip edge		lft					
	PPT 01- Provide SS composite flashing & drip edge		lft					
	PPT 01/COP 01- Provide sheet metal & flexible flashings below copings,including all accessories		lft					
	PPT 02- Provide SS composite flashing & drip edge		lft					
	PPT 02/COP 02- Provide sheet metal & flexible flashings below copings,including all accessories		lft					
	REF 01- Provide new steel exhaust fan cover		ea					
	SIL 01- Provide SS flashing below new sill		lft					
	SIL 02- Provide SS flashing below ext'g sill		lft					
	SKY 01- Provide SS flashing below new skylight		lft					
	SHIM 01- Provide new SS downspout w/SS straps, bee-hive strainer, & splash block		ea					
	SHIM 01- Provide new copper gutter w/debris guard secured on hangers		lft					
	Subtotal							\$ 157,760.00
07 84 00	FIRESTOPPING							
	FLA 04- Provide fire stopping at roof penetration		ea					
	Subtotal							\$ 12,800.00
07 9200	JOINT SEALANTS							
	CJT 01- Provide sealant & backer rod at all new CJ		lft					
	COR 01- Provide sealant & backer rod at all new CJ		lft					
	JNT 01- Provide premolded CJ		lft					
	JNT 01- Provide sealant at all window perimeters & CJ		lft					
	LTL 01- Provide sealant & backer rod at new intel		lft					
	LTL 02- Provide sealant & backer rod at new intel		lft					
	LTL 03- Provide sealant & backer rod at new intel		lft					
	LTL 04- Provide sealant & backer rod at ext'g intel		lft					
	PEN 01- Provide sealant & backer rod at all wall penetration		ea					
	Subtotal							\$ 48,560.00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
08 0000	<u>OPENINGS</u>							
08 1113	<u>Hollow Metal Doors & Frames</u>							
	FLA 05- Exterior hollow Metal Door & Frame (steel)		ea					
	FLA 06- Exterior hollow Metal Door & Frame (steel)		ea					
	Subtotal							\$ 8,000.00
08 6300	<u>METAL - FRAMED SKYLIGHTS</u>							
	SKY 01- Provide new skylight structure		sft					
	Subtotal							\$ 39,600.00
08 7100	<u>DOOR HARDWARE</u>							
	FLA 05- Provide multi-part adjustable saddle		lft					
	FLA 06- Provide multi-part adjustable saddle		lft					
	Doors- Provide door hardware: hinges, exit device, weatherstripping, kick plate, wall bumper.		ea					
	Subtotal							\$ 19,328.00
09 0000	<u>FINISHES</u>							
09 2116	<u>GYP SUM BOARD ASSEMBLIES</u>							
	ACT 01- Provide gypsum board & metal support systems		sft					
	GYP 01- Provide gypsum board & metal support systems		sft					
	SLB 01- Provide gypsum board & metal support systems		sft					
	SLB 02- Provide gypsum board & metal support systems		sft					
	Subtotal							\$ 43,660.00
09 2300	<u>GYP SUM PLASTERING</u>							
	SKY 01- Provide new plaster around skylight perimeter		sft					
	At new door perimeters		sft					
09 2600	<u>NATURAL CEMENT - BESED STUCCO</u>							
	STU - Provide new finished 3 coat stucco on lath		sft					\$ 6,560.00
	Subtotal							\$ 259,200.00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
09 9623	GRAFFITI RESISTANT COATINGS							
	COA 01- Coating: Ext'g masonry		sft					
	Subtotal							\$ 14,400.00
09 9713	METAL COATINGS							
	COA 05- Prepare & coat decorative metal		sft					
	COR 01- Prepare & coat all ext'g steel		lft					
	FLA 09- Prepare & coat all ext'g steel landing cover		lft					
	LTL 01- Prepare & coat all steel (ext'g & new)		lft					
	LTL 02- Prepare & coat all steel (ext'g & new)		lft					
	LTL 03- Prepare & coat all new steel		lft					
	LTL 04- Prepare & coat all ext'g steel		lft					
	MEM 02- Prepare & coat all ext'g steel treads		sft					
	PPT 01- Prepare & coat all steel (ext'g & new)		lft					
	PPT 01/STL 01- Prepare & coat ext'g spandrel beam		lft					
	PPT 02- Prepare & coat all ext'g steel		lft					
	RAI 02- Prepare & coat all ext'g wrought iron railings		lft					
	SLB 01- Prepare & coat all ext'g steel channels		lft					
	Subtotal							\$ 52,304.00
22 0000	PLUMBING							
22 100	PLUMBING PIPING							
1	VES 01- New vent stack extension pipe		ea					
	Subtotal							\$ 48,750.00
22 1426	DRAINS							
	DRN 01- Drain installation		ea					
	DRN 02- Drain installation		ea					
	Subtotal							\$ 22,812.50
	TOTAL CONTRACT 1- GENERAL CONSTRUCTION WORK							\$ 8,902,055.00

**ATTACHMENT 1 - BID INFORMATION
PROJECT ID: HH15REGX**

DESCRIPTION AND LOCATION OF WORK:

**Building Envelope Rehabilitation for Regents Family Center
2724 Broadway
Manhattan, NY 10032
E-PIN: 85017B0111 / DDC PIN: 8502017HR0007C**

DOCUMENTS AVAILABLE AT:

Department of Design and Construction, Contract Section
30-30 Thomson Avenue - First Floor, Long Island City, NY 11101

SUBMISSION OF BIDS BEFORE BID OPENING:

TIME TO SUBMIT:

On or Before: **THURSDAY, SEPTEMBER 7, 2017**
BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

Department of Design and Construction, Contract Section (located behind Security Station)
30-30 Thomson Avenue - First Floor, Long Island City, NY 11101

PRE-BID QUESTIONS (PBQs):

Please be advised that PBQs must be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date.

BID OPENING:

PLACE OF BID OPENING:	Department of Design and Construction Contract Section 30-30 Thomson Avenue – First Floor Long Island City, NY 11101
DATE AND HOUR:	THURSDAY, SEPTEMBER 7, 2017 @ 2:00 PM
	LATE BIDS WILL NOT BE ACCEPTED

PRE-BID WALK-THRU AND CONFERENCE:

PLACE	Regents Family Center 2724 Broadway Manhattan, NY 10032
DATE AND HOUR	WEDNESDAY, AUGUST 23, 2017 AT 10:00AM
MANDATORY OR OPTIONAL	OPTIONAL

BID SECURITY:

Bid Security is required in the amount set forth below; provided, however, bid security is not required if the TOTAL BID PRICE set forth on the Bid Form is less than \$1,000,000.

- (1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
- (2) Certified Check in an amount not less than 2% of the TOTAL BID PRICE set forth on the Bid Form

PERFORMANCE AND PAYMENT SECURITY:

Required for Contracts in the amount of \$1,000,000.00 or more. Performance and Payment Security shall each be in an amount equal to 100% of the Contract Price

AGENCY CONTACT PERSON:

Lorraine Holley, 30-30 Thomson Avenue - First Floor, Long Island City, Queens, NY 11101
Telephone (718) 391-1016 csb_projectinquiries@ddc.nyc.gov

THIS PAGE INTENTIONALLY LEFT BLANK

**BID BOOKLET
PART B**

THIS PAGE INTENTIONALLY LEFT BLANK

SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:

Company Name: Neelam Construction Corp.

DDC Project Number: HH15REGx

Company Size: _____ Ten (10) employees or less
 Greater than ten (10) employees

Company has previously worked for DDC YES _____ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Residential Building Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nonresidential Building Construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Heavy Construction, except building	<input type="checkbox"/>	<input type="checkbox"/>
Highway and Street Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heavy Construction, except highways	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plumbing, Heating, HVAC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Painting and Paper Hanging	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electrical Work	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Masonry, Stonework and Plastering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Carpentry and Floor Work	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Roofing, Siding, and Sheet Metal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Concrete Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Specialty Trade Contracting	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Abatement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why.

The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
2016	0.84	0.968
2015	1.41	0.968
2014	1.41	0.940

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the contractor must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

YES - NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

YES NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related inpatient hospitalizations, all amputations and all losses of an eye).

OSHA Dropped Charges

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

The Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

Incident Rate =
$$\frac{\text{Total Number of Incidents} \times 200,000}{\text{Total Number of Hours Worked by Employees}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2016	42,088	0
2015	44,420	4.502
2014	29,860	0

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

5. Safety Performance on Previous DDC Project(s)

YES NO Contractor previously audited by the DDC Office of Site Safety.
 DDC Project Number(s): _____, _____, _____

YES NO Accident on previous DDC Project(s).
 DDC Project Number(s): _____, _____, _____

YES NO Fatality or Life-altering Injury on DDC Project(s) within the last three years.
 [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].
 DDC Project Number(s): _____, _____, _____

Date: 9/7/2017

By: [Signature]
 (Signature of Owner, Partner, Corporate Officer)

Title: President

THIS PAGE INTENTIONALLY LEFT BLANK

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 facsimile or in writing and will specify the types of information which must be submitted.

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 on pages 28 through 30 of 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 shall submit such additional information as the Commissioner may require, including without limitation, 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.

A. PROJECT REFERENCES - 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
BARD COLLEGE HS	GIC	\$9,000,000.00	JUN-17	Edwardellis 646-721-0677	Goskow Architects
PS-35	GIC	\$4,729,471.00	SEP-16	William Knight 347-729-1684	Super Structure 917-464-5486
NYCHA JEFFERSON HOUSE	GIC	\$19,500,000.00	SEP-16	C.J. Patel 212-306-860	Super Structure 917-464-5486
THE HILL RENOVATION WEST POINT, NY	GIC	\$10,954,850.00	OCT-15	Randy McMurtrie 845-938-5440	URS Consultants
MOMA PS-1 L.I.C, NY	GIC	\$3,800,508.00	OCT-12	Joe Tamburino 347-721-5516	Andrew Berman 212-226-5998

B. PROJECT REFERENCES – 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
APPELLATE COURT	GC	11,392,236.75	45 Y.	60 Y.	FEB-2018	Guskan Malik 718-391-1156	Gannett Fleming 212-967-9833
PS-104	GC	10,521,000.00	52 Y.	80 Y.	NOV-2019	Bassam Abd 718-752-5319	STV Leonard Skosman 212-614-7611

C. PROJECT REFERENCES – 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
PS-131	GAC	12,900,000	9/1/2017	Soon Ho Kim 718-752-5344	DAG 732-560-7900

**OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE**

To be completed if the contract is less than \$1,000,000

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

Names of Subcontractors in the amount of 750,000 or more on this contract (if not known at this time, so state indicating that trades will be subcontracted):

I, (fill in name of person signing) _____,
hereby affirm that I am authorized by the above-named contractor to certify that said contractor's proposed contract with the above-named owner or city agency is less than \$1,000,000. This affirmation is made in accordance with Executive Order No. 50 (1980) as amended and its implementing regulations.

Date

Signature

WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY CONTRACT BETWEEN THE CITY AND THE BIDDER OR CONTRACTOR AND BAR THE BIDDER OR CONTRACTOR FROM PARTICIPATION IN ANY CITY CONTRACT FOR A PERIOD OF UP TO THREE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

THIS PAGE INTENTIONALLY LEFT BLANK

VENDEX COMPLIANCE

(A) **Vendex Fees:** Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175 per Vendor Name Check review. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350 per Vendor Name Check review.

(B) **Confirmation of Vendex Compliance:** The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue – First Floor, Long Island City, NY 11101.

Bid Information: The Bidder shall complete the bid information set forth below.

Name of Bidder: _____
Bidder's Address: _____
Bidder's Telephone Number: _____
Bidder's Fax Number: _____
Date of Bid Opening: _____
Project ID: _____

Vendex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed **TWO ORIGINALS** of the Certification of No Change set forth on the next page of this Bid Booklet.

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

THIS PAGE INTENTIONALLY LEFT BLANK

**IRAN DIVESTMENT ACT COMPLIANCE RIDER
FOR NEW YORK CITY CONTRACTORS**

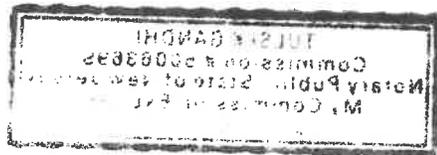
The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 8/30, ^{NJ} New York
 , 2017



SIGNATURE

Kanci Bhandari

PRINTED NAME

President

TITLE

Sworn to before me this
30 day of August, 2017

Tulsi K Gandhi

Notary Public

Dated:



CITY OF NEW YORK

DIVISION OF LABOR SERVICES

CONSTRUCTION EMPLOYMENT REPORT

THIS PAGE INTENTIONALLY LEFT BLANK

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513 - 6323
Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor Subcontractor
- 1a. Are M/WBE 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? NY Are you DBE certified? Yes No
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs 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 _____
6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 22-2822073 Employer Identification Number or Federal Tax I.D. neelam1238@aol.com Email Address
8. Neelam Construction Corp. Company Name
9. 163A Paris Ave, Northvale, NJ 07647 Company Address and Zip Code
10. Kanti Bhandari Chief Operating Officer 201-768-2213 Telephone Number
11. Kanti Bhandari Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same") 201-768-2213 Telephone Number
12. "Same" Name of Prime Contractor and Contact Person (If same as Item #8, write "same") "Same"

13. Number of employees in your company: 60

14. Contract information:

(a) DDC Contracting Agency (City Agency) (b) _____ Contract Amount

(c) _____ Procurement Identification Number (PIN) (d) _____ Contract Registration Number (CT#)

(e) _____ Projected Commencement Date (f) _____ Projected Completion Date

(g) Description and location of proposed contract:

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 X

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 X

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 X 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 X

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes ___ No X

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

(d) Were any deficiencies found? Yes ___ No X

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.

- X (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- X (b) Disability, life, other insurance coverage/description
- N (c) Employee Policy/Handbook
- N (d) Personnel Policy/Manual
- N (e) Supervisor's Policy/Manual
- X (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- X (g) Collective bargaining agreement(s).
- X (h) Employment Application(s)
- N (i) Employee evaluation policy/form(s).
- N (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave 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___ |
| (b) After a conditional job offer | Yes___ No___ |
| (c) After a job offer | Yes <input checked="" type="checkbox"/> No___ |
| (d) Within the first three days on the job | Yes___ No___ |
| (e) To some applicants | Yes___ No___ |
| (f) To all applicants | Yes___ No___ |
| (g) To some employees | Yes___ No___ |
| (h) To all employees | Yes___ No___ |

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

163A, Paris Ave, Northvale NJ 07647

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

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 No___

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

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

- Minorities and Women
 Individuals with handicaps
 Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

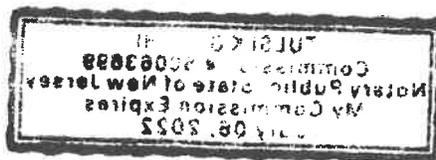
If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes ___ No

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

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

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



SIGNATURE PAGE

I, (print name of authorized official signing) Kanti Bhandari 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.

Neelam Construction Corp.
Contractor's Name

Kanti Bhandari President
Name of person who prepared this Employment Report Title

Kanti Bhandari President
Name of official authorized to sign on behalf of the contractor Title

201-768-2213
Telephone Number

[Signature] 8/30/2017
Signature of authorized official 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 30 day of August 20 17

Tulsi Gandhi Tulsi K Gandhi 8/30/2017
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 ___ 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
TRD				

*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) Journey/level Workers
 (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:	MALES						FEMALES																					
	(1) White Non Hisp.		(2) Black Non Hisp.		(3) Asian		(4) Native Amer.		(5) White Non Hisp.		(6) Black Non Hisp.		(7) Asian		(8) Native Amer.													
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)												
Union Affiliation, if applicable <u>79</u>																												
Total (Col. #1-10): <u>9</u>	4		2		1																							
Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): <u>5</u>																												
Total Female (Col. #6 - 10): <u>4</u>																												

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

	(1)		(2)		(3)		(4)		(5)			
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.
J												
H												
A												
TRN												
TOT												

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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.

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

Trade:	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										
H										
A										
TRN										
TOT										

Total (Col. #1-10):

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

Total Female (Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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										
H										
A										
TRN										
TOT										

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



careers
businesses
neighborhoods

Gregg Bishop
Commissioner

217CY295

August 7, 2017

Mr. Pravin Bhandar, Vice President
Neelam Construction Corp.
163A Paris Avenue
Northvale, NJ 07647

Re: NYC Department of Design and Construction Contract (DDC); FMS ID
LQD122GL2; Pin No. 8502017LQ0001C; Glendale Library Renovation & ADA
Accessibility, Phase II; Borough of Queens; Contract Value: \$4,621,689.00;
Continued Certificate of Approval.

Dear Mr. Bhandar:

Please be advised that Neelam Construction Corp. has already received notice of its approval status for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services' (DLS') Certificate of Approval dated **October 19, 2015 for File # 215BB058.**

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above-referenced contract. This approval does not extend the initial three (3) year approval **(September 11, 2015 – September 10, 2018)** referred to above.

Page 2
August 2, 2017

If you have any questions, please call **Mr. Irving Angrum** at **(212) 513-6431** or by email **iangrum@sbs.nyc.gov**.

Very truly yours,


Helen Wilson
Assistant Commissioner
Division of Labor Services

ia
cc: **Christine Espinal**
Irving Angrum
File

①

NEELAM CONSTRUCTION CORPORATION

GENERAL CONTRACTOR
163-A PARIS AVE, NORTHVALE, NJ 07647

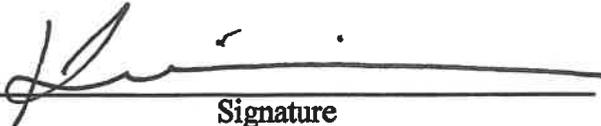
EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of NEELAM CONSTRUCTION CORP. not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. We will take specific action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. Such action shall include, but not limited to the following: recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other Terms and Conditions of Employment except as provided by law.

NEELAM CONSTRUCTION CORP.

Kanti Bhanderi, President

Name & Title



Signature

3/23/11

Date

3

0

3

FMS ID: HH115REGX



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

Building Envelope Rehabilitation for Regents Family Center

LOCATION: 2724 Broadway
BOROUGH: Manhattan 10032
CITY OF NEW YORK

Contractor

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20____





Department of Design and Construction

PROJECT ID: HH115REGX

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

Building Envelope Rehabilitation for Regents Family Center

LOCATION: 2724 Broadway
BOROUGH: Manhattan 10032
CITY OF NEW YORK

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

Department of Homeless Services

SUPERSTRUCTURES Engineers + Architects



Date: June 12, 2017

17-109



Justin Walter
Chief Administrative Officer
Administration

December 21, 2017

CERTIFIED MAIL - RETURN RECEIPT REQUEST
NEELAM CONSTRUCTION CORP.
163-A Paris Avenue
Northvale, NJ 07647

**RE: FMS ID: HH115REGX
E-PIN: 85017B0111001
DDC PIN: 8502017HR0007C
*PQL: (LANMARK)-BUILDING ENVELOPE
REHABILITATION FOR REGENTS FAMILY
CENTER-BOROUGH OF MANHATTAN
NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$8,919,631.00 submitted at the bid opening on September 26, 2017. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

- (1) Execute four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.



**Department of
Design and
Construction**

On or before the contract commencement date, you are required to submit all other certificates of insurance and/or policies in the types and amounts required by Schedule A. Such certificates of Insurance and/or policies must be submitted to the Agency Chief Contracting Office, Attention: Risk Manager, Fourth Floor at the above indicated department address.

Your attention is directed to the section of the Information for Bidders entitled "Failure to Execute Contract". As indicated in this section, in the event you fail to execute the contract and furnish the required bonds within the (10) days of your receipt of this notice of award, your bid security will be retained by the City and you will be liable for the difference between your bid price and the price for which the contract is subsequently awarded, less the amount of the bid security retained.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Shipman', written over a faint, illegible typed name.

**Michael Shipman
Director of Contracts**

NOTICE TO BIDDERS:

- **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 Contract for General Construction Work.

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.

SPECIAL NOTICE TO BIDDERS

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

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

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

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

PRE BID QUESTIONS (PBQs):

- **Please be advised that PBQs should be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date as indicated in ATTACHMENT 1 – BID INFORMATION, page 22, VOLUME 1 of 3 of this BID PACKAGE.**

THIS PAGE INTENTIONALLY LEFT BLANK

**BID BOOKLET
PART A**

THIS PAGE INTENTIONALLY LEFT BLANK

PROJECT ID: HH115REGX

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

BID BOOKLET

TABLE OF CONTENTS

PART A		page
1.	Special Notice to Bidders.....	2
2.	M/WBE Program: M/WBE Utilization Plan.....	5
3.	Bid Form.....	10
4.	Affirmation.....	15
5.	Bidder's Identification of Subcontractors.....	16
6.	Bid Bond.....	18
7.	Contractor's Bid Breakdown	21
8.	Attachment 1 - Bid Information.....	22
 PART B		
9.	Safety Questionnaire.....	23
10.	Pre-Award Process	26
11.	Project Reference Form.....	28
12.	Contract Certificate.....	31
13.	Confirmation of Vendex Compliance.....	32
14.	Iran Divestment Act Compliance Report.....	33
15.	Construction Employment Report.....	35

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

THE BID SHALL CONSIST OF TWO (2) SEPARATE, SEALED ENVELOPES. THE DOCUMENTS THAT MUST BE COMPLETED AND INCLUDED IN EACH SEPARATE ENVELOPE ARE LISTED BELOW.

BID ENVELOPE #1: Bid Envelope #1 shall contain the following items:

- Bid Form, including Affirmation
- Bid Security (if required, see page 22)
- Schedule B: M/WBE Utilization Plan (if participation goals have been established)

BID ENVELOPE #2: Bid Envelope #2 shall contain **ONLY** the following item:

- Bidder's Identification of Subcontractors (see pages 16 & 17)

**FAILURE TO SUBMIT THE FOUR ITEMS LISTED ABOVE
WILL RESULT IN THE DISQUALIFICATION OF THE BID**

BID ENVELOPE #1: In addition to the items listed above, Bid Envelope #1 shall also contain the following items: **DO NOT** Include the items listed below in Bid Envelope #2.

- Bid Breakdown (if required, see page 21)
- Safety Questionnaire
- Construction Employment Report (if bid is \$1,000,000 or more)
- Contract Certificate (if bid is less than \$1,000,000)
- Confirmation of Vendex Compliance
- Bidder's Certification of Compliance with Iran Divestment Act
- Special Experience Requirements Qualification Form (if required, see pages 3, 4)
- Any Addenda issued prior to the receipt of bids

**FAILURE TO SUBMIT THE EIGHT ITEMS LISTED ABOVE
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

- NOTES:**
- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
 - (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391-2601) or by fax (718-391-2627).
 - (3) **VENDEX QUESTIONNAIRES:** Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
 - (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3 and 4 of this Bid Booklet.
 - (5) **SPECIAL EXPERIENCE REQUIREMENTS FOR ASBESTOS:** The Bidder is advised that this contract contains strict requirements regarding the prior experience and licensing of the subcontractor who will perform any required asbestos abatement work. These special experience requirements are set forth in the section of the specifications which describes any required asbestos abatement work.

Special Notice to Bidders – Proprietary Items

- A. General: A proprietary item required for the Project is specified below. The contractor is required to provide and install such proprietary item. The Contractor must provide the specified item from the designated manufacturer. Substitutions are not permissible and will not be approved. More detailed information regarding the item is set forth in the Specifications. Such information includes item description, as well as requirements for installation and related materials.
- B. Payment: For the required proprietary item, an allowance amount is indicated. The allowance provides a stipulated amount to reimburse the Contractor for the purchase of the proprietary item from the designated manufacturer. Payment from the allowance shall be limited to the purchase price of the specified proprietary item and shall exclude any costs above and beyond the purchase price. Payment from the allowance shall not include any of the following costs with respect to the specified proprietary item: (1) any mark-up for the Contractor's overhead and profit, (2) any costs for transportation, including delivery, shipping or special handling costs, (3) any costs for installation, and (4) any costs for related materials. Payment for the specified proprietary item shall be based on the invoice actually provided by the manufacturer.
- C. Bid Form: A total allowance amount for the purchase of all required proprietary items is set forth on the Bid Form. In preparing the lump sum portion of its bid, the Contractor shall:
- (1) Exclude from its bid any costs for the purchase of the proprietary items, and
 - (2) Include in its bid any costs above and beyond the purchase price, including without limitation, costs for transportation, delivery, installation, related materials and overhead.
- D. Required Proprietary Item(s):

CONTRACT NO. 1:

- | | |
|------------------------|-------------------------------------|
| 1. Proprietary Item: | Umbrella Insert |
| Specification Section: | 040519 |
| Manufacturer: | ITW Red Head HBU-38 Umbrella Insert |
| Allowance Amount: | Not to Exceed \$96 |
| | |
| 2. Proprietary Item: | Stone Joint Anchor (Concealed) |
| Specification Section: | 040519 |
| Manufacturer: | Hohmann & Barnard C-3 Stone Anchor |
| Allowance Amount: | Not to Exceed \$100 |

3. Proprietary Item: Half Moon Stone Anchor
Specification Section: 040519
Manufacturer: Hohmann & Barnard #422 Stone Anchor
Allowance Amount: Not to Exceed \$500

4. Proprietary Item: Premolded Control Joint
Specification Section: 079200
Manufacturer: Emseal Colorseal
Allowance Amount: Not to Exceed \$1,680

5. Proprietary Item: Multi-Part Adjustable Saddle
Specification Section: 087100
Manufacturer: Zero International Series 77
Allowance Amount: Not to Exceed \$200

SPECIAL EXPERIENCE REQUIREMENTS

Special Experience Requirements apply as indicated below.

Special Experience Requirements are not applicable to the Bidder for this contract since the Department of Design and Construction has established a pre-qualified list ("PQL") of contractors for furnishing all labor, materials and equipment, necessary and required to perform work on facilities determined by the City to be Reconstruction and restoration of Landmarked and Landmark-Quality Buildings. This procurement for the specified work is being advertised and let solely to bidders who were previously pre-qualified based on their prior experience, and placed on the Reconstruction and restoration of Landmarked and Landmark-Quality Buildings PQL. Bids submitted by other than such pre-qualified bidders will be rejected as non-responsive bids. The below listed Special Experience Requirements apply solely to the Contractor/Sub-contractor performing the specific area(s) of work shown and the manufacturer that will supply or fabricate specific material or equipment.

Specific Areas of Work: General Construction Work X YES NO

(A) **SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:** The special experience requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the bidder intends to perform these specific areas of work with its own forces, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract these specific areas of work, its proposed subcontractor(s) must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City. The bidder is advised to carefully review these special experience requirements prior to submitting its bid, as such experience requirements will be strictly enforced.

- (1) Special experience requirements apply to the contractor or subcontractor that will perform specific areas of work specified in the section(s) set forth below.

General Construction

- Section 075600: Fluid Applied Roofing
- Section 076100: Sheet Metal Roofing

- (2) Special experience requirements apply to the contractor or subcontractor that will perform specific areas of work specified in the section(s) set forth below. Such experience requirements are set forth in full in the Addendum to the General Conditions.

b. The contractor or subcontractor performing the work of these sections must be a company regularly engaged in performing roofing projects with its own workforce and have successfully completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within 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 contractor's or subcontractor's company 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 contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.

- (3) For each project submitted to demonstrate compliance with the special experience requirements for specific areas of work, the contractor or proposed subcontractor will be required to complete the Qualification Form included in the Bid Booklet.

a. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

b. The contractor or subcontractor must specify, for each qualifying project submitted, the type of roofing system utilized and provide proof that the manufacturer's warranty for that project was issued. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information required to be provided by the contractor or subcontractor on the Qualification Form is actually provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

Qualification Form

Project ID: HH15REGX

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: Neelam Construction Corporation

Name of Project: West Point, Ike Hall Renovation (USMA)

Location of Project: 665 Ritches Rd, West Point, NY 10996

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: MR. Randy McMurrie

Title: Project Manager Phone Number: 845-938-5440

Brief description of work completed: Underground Utilities Demolition
Drywall & Ceiling, Sprinklers, HVAC, Electrical, Fire
Alarm, Plumbing, Elevator

Was the work performed as a prime or a subcontractor: Prime

Amount of Contract: 12.5 Million

Date of Completion: 10/30/2012

Name of Contractor: Neelam Construction Corporation

Name of Project: Moma PS-1

Location of Project: 22-25 Jackson Ave, LIC, NY-11101

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: Joy Tamborino (Nyc DDC)

Title: Project Manager Phone Number: 347-721-5516

Brief description of work completed: Fire Rated Ceiling, Interior Finish
Carpentry, Upgrade of Existing Mechanical System
100 ton chiller, Electrical

Was the work performed as a prime or a subcontractor: Prime

Amount of Contract: \$ 3,800,508

Date of Completion: 10/20/2012

Qualification Form

Project ID: HH115REGX

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: Neelam Construction Corp.

Name of Project: BW146888 - Exterior Restoration & Emergency Sidewalk

Location of Project: Various Developments (Citywide) NYCHA

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: Chirag Patel

Title: Deputy Director Phone Number: 212-306-2860

Brief description of work completed: facade Restoration, Masonry, Roof Patch up, ACM Abatement, Metal Railing, Parapet, Sidewalk shed, pipe scabold

Was the work performed as a prime or a subcontractor: prime

Amount of Contract: \$ 18,281,319.10

Date of Completion: December 2015

Name of Contractor: Neelam Construction Corporation

Name of Project: RF 1415.327, Exterior Restoration of ~~Roof~~ ^{Roofing Replacement}

Location of Project: NYCHA - Jefferson House, 310 E, 115th St, Manhattan NY

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: Chirag Patel

Title: Deputy Director Phone Number: 212-306-2860

Brief description of work completed: Sidewalk shed, Roof Replacement facade, masonry Repair, ACM/Local Abatement Metal Railing

Was the work performed as a prime or a subcontractor: Prime

Amount of Contract: \$ 19,386,371.54

Date of Completion: September 2016

MWBE PROGRAM

M/WBE UTILIZATION PLAN

M/WBE Program Requirements: The requirements for the M/WBE Program are set forth on the following pages of this Bid Booklet, in the section entitled “Notice to All Prospective Contractors”.

Schedule B: M/WBE Utilization Plan: Schedule B: M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet on the pages following the section entitled “Notice to All Prospective Contractors”. The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

Waiver: The bidder may seek a full or partial pre-award waiver of the Participation Goals in accordance with the “Notice to All Prospective Contractors” (See Part A, Section 10). The bidder’s request for a waiver must be submitted at least seven (7) calendar days prior to the bid date. Waiver requests submitted after the deadline will not be considered. The form for requesting a waiver of the Participation Goals is set forth in the M/WBE Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled “Notice to All Prospective Contractors”. A Schedule B submitted by the bidder which does not include the Vendor Certification and Required Affirmations (See Section V of Part II) will be deemed to be non-responsive, unless a full waiver of the Participation Goals is granted (Schedule B, Part III). In the event that the City determines that the bidder 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 Required Affirmations, the bidder 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 is non-responsive.

Receipt of notification is defined as the date notice is emailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If Participation Goals have been established for the participation of M/WBEs, the contractor is not required to comply with the Locally Based Enterprise Program (“LBE”). The LBE Program is set forth in Article 67 of the Contract.

THIS PAGE INTENTIONALLY LEFT BLANK

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). 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. 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 I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I 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 New York City Department of Small Business Services 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 II (see Pages 2-4) 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; and (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. 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 II (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 II (see Pages 2-4) 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; and (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. 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 II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). 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 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 MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE Utilization Plan** has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where 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 III (Page 5) 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 zhangji@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted 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 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.

13. 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.

14. 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 an **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 an **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 VENDEX as caution data.

Tax ID #: 22-2822073

APT E-
PIN#: 85017B0111

Contract # 1 - General Construction Work

SCHEDULE B - MWBE Utilization Plan

Part I: MWBE Participation Goals

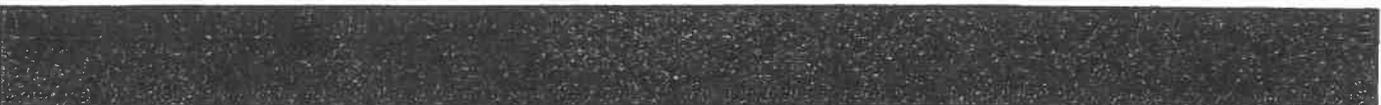
Part I to be completed by contracting agency

Contract Overview

APT E-Pin # 85017B0111 FMS Project ID#: HH115REGX
 Project Title/Agency Building Envelope Rehabilitation for Regents Family Center
 PIN # 8502017HR0007C
 Bid/Proposal
 Response Date: SEPTEMBER 7, 2017
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Avenue City Long Island City State NY Zip Code 11101
 Contact Person Norma Negrón Title MWBE Liaison & Compliance Analyst
 Telephone # (718) 391-1502 Email negronn@ddc.nyc.gov



This Project consists of Exterior façade restoration, parapet replacement, roof slab replacement at openings, roofing system replacement, copper batten seam roof replacement.



Prime Contract Industry: Construction

Group	Percentage	
<u>Unspecified *</u>	<u>10</u>	<u>%</u>
OR		
<u>Black American</u>	<u>Unspecified</u>	<u>%</u>
<u>Hispanic American</u>	<u>Unspecified</u>	<u>%</u>
<u>Asian American</u>	<u>Unspecified</u>	<u>%</u>
<u>Women</u>	<u>Unspecified</u>	<u>%</u>
Total Participation Goals	10	%

Line 1

* Note: For this procurement, individual ethnicity and gender goals are not specified. The Total Participation Goals for construction contracts may be met by using Black American, Hispanic American, Asian American or Women certified firms or any combination of such firms.

Tax ID #: 22-2822073

APT E-

PIN#: 85017B0111

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer:

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 9 and 9a and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID # 22-2822073 FMS Vendor ID # _____

Business Name Neelam Construction Corp. Contact Person Kanti Bhandari

Address 163A, Paris Avenue, Northvale, NJ 07647

Telephone # 201-768-2213 Email Neelam1238@aol.com

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 6)	Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$ 8,919,631-	10%	\$ 891,963. ¹⁰ / ₁₀₀
	X	=	Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.	Total Bid/Proposal Value	Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>			
	\$	X	= \$ Line 3

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. 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 above, 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 above, 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 above, as applicable.

Section IV: 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 brief description of the type(s) and dollar value of subcontracts for all any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

- 1. Masonry \$419,830.00
- 2.
- 3. Roof 250,000.00
- 4.
- 5.
- 6. Concrete \$100,000.00
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.

✓ Scopes of Subcontract Work

Section V: 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 [Signature] Date 9/8/17/2017
Print Name Kanti Bhandari, President Title President

SCHEDULE B – PART III – REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview			
Tax ID #	_____	FMS Vendor ID #	_____
Business Name	_____		
Contact Name	_____	Telephone #	_____
		Email	_____
Type of Procurement	<input type="checkbox"/> Competitive Sealed Bids	<input type="checkbox"/> Other	Bid/Response Due Date _____
APT E-PIN # (for this procurement)	_____		
	Contracting Agency _____		

M/WBE Participation Goals as described in bid/solicitation documents:

_____ % Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal as requested by vendor seeking waiver: _____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- Vendor subcontracts *some* of this type of work but at a *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

References
 List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

(Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

TYPE OF Contract	ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Type of Work Subcontracted		

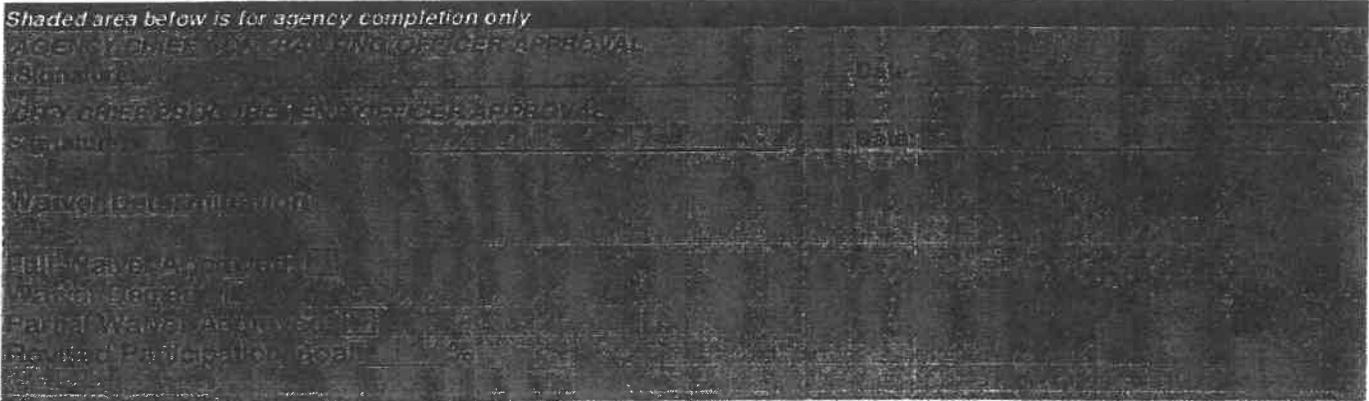
TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at agency/entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

VENDOR CERTIFICATION: 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.

Signature: _____
Print Name: _____

Date: _____
Title: _____



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

**BID FOR FURNISHING ALL LABOR AND
MATERIAL NECESSARY AND REQUIRED FOR:**

PROJECT ID: HH115REGX

**Building Envelope Rehabilitation for Regents Family Center
2724 Broadway
Manhattan 10032**

Name of Bidder: Neelam Construction Corp.

Date of Bid Opening: 9/7/2017

Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation

Place of Business of Bidder: 163A Paris Ave, Northvale NJ 07647

Bidder's Telephone Number: 201-768-2213 Bidder's Fax Number: 201-768-2548

Bidder's Email Address: neelam1238@aol.com

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners

Residence of Partners

_____	_____
_____	_____
_____	_____

If Bidder is a Corporation, fill in the following blanks:

Organized under the laws of the State of NY

Name and Home Address of President: Kanti Bhandari
316, Summit Street, Norwood, NJ 07648

Name and Home Address of Secretary: Pravin Bhandari
61, Bethany circle, Closter, NJ 07624

Name and Home Address of Treasurer: "Same as above"

BID FORM

Neelam Construction Corp.

The above-named 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 set forth on the Affirmation included as page 17 of this Bid Booklet.

The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

5. 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).

6. 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.

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.

7. 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.

8. 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.

9. 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:

10. **M/WBE UTILIZATION PLAN:** By signing its bid, the bidder agrees to the Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted. The Vendor Certification and Required Affirmations will be deemed to satisfy the requirement to complete Section V of Part II of Schedule B: M/WBE Utilization Plan.

Section V: Vendor Certification and Required Affirmations:

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
- 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.

BID FORM

PROJECT ID: HH115REGX

TOTAL BID PRICE: In the space provided below, the Bidder shall indicate the total bid price in figures.

A. LUMP SUM PRICE - Total price for all labor and material for all required work, excluding items (B) and (C) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For Labor

Total Price for Material Sold and Delivered

\$ 5,342,055 +

\$ 3,560,000.00

Total Price for Item A= \$ 8,902,055.00

B. ALLOWANCE for Incidental Asbestos Abatement (Section 028013 of the Specifications)

\$15,000.00

C. AMOUNT for Proprietary Items (Page 2a-b of the Bid Booklet)

\$2,576.00

TOTAL BID PRICE (Add A + B + C) (a/k/a BID PROPOSAL)

\$ 8,919,631.00
BB 9/26/17

BIDDER'S SIGNATURE AND AFFIDAVIT

* SUBCONTRACTOR IDENTIFICATION: You MUST complete and submit the form entitled "Bidder's Identification of Subcontractors" (page 17) at the time you submit your bid. You must submit this form in a separate, sealed envelope (BID ENVELOPE #2). In the event an award of contract is not made to the Bidder, the Bidder hereby authorizes the Agency to shred the form entitled "Bidder's Identification of Subcontractors". Yes No

Bidder: Neelam Construction Corp

By: [Signature]

(Signature of Partner or corporate officer)

Attest: [Signature]

Pravin Bhandari
Secretary of Corporate Bidder

(Corporate Seal)

Affidavit on the following page should be subscribed and sworn to before a Notary Public

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDERS IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this
day of _____,

Notary Public

AFFIDAVIT WHERE BIDDERS IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am a member of _____ the firm described in and which executed the foregoing bid. subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
day of _____,

Notary Public

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW ^{Jersey} YORK, COUNTY OF Marlboro ss:

Kanti Bhandari being duly sworn says:

I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 376 Summit St, Norwood NJ 07648.

I have knowledge of the several matters therein stated, and they are in all respects true.

[Signature]
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
30 day of August 2017

Tulsi K Grandhi
Notary Public



AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except None

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: Neelam Construction Corp.
Address: 163A Paris Ave, Northvale, NJ 07647
City: Northvale State: New Jersey Zip Code: 07647

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorship *
SOCIAL SECURITY NUMBER

- B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

- C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By: [Signature]
Signature:

Title: President

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying of businesses which seek City contracts.

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

NOTICE TO BIDDERS

SUBMISSION: The Bidder must, at the time of the bid, submit the completed form on the next page ("BIDDER'S IDENTIFICATION OF SUBCONTRACTORS"). This form must be submitted in a separate, sealed envelope (BID ENVELOPE #2). Failure to do so will result in the disqualification of the bid as non-responsive.

Please be advised that pursuant to GML § 101(5) the Bidder is required to submit with its bid the names of subcontractors it intends to use to perform the following work on this contract, as well as the agreed-upon amount to be paid to each:

- plumbing and gas fitting;
- steam heating, hot water heating, ventilating and air conditioning apparatus; and
- electric wiring and standard illuminating fixtures.

NOTE: This project may not involve all of the above listed subcontractors. Please see the form on the next page which indicates the subcontractors required for this Project.

All listed subcontractors must be used to perform the work identified on this form for the amount listed. The listed subcontractors are not alternatives to each other. The list of subcontractors is to be submitted in a separate sealed envelope by completing the form 'Bidders Identification of Subcontractors' for any subcontractors intended to be used in any of the three trades listed above. If bidder intends to use its own forces for any of the above listed work, bidder should complete this form using its own name.

Failure to submit the completed form on the next page ("Bidder's Identification of Subcontractors") that includes the names of subcontractors and the agreed upon amounts to be paid to such subcontractors will render the bid non-responsive.

PLEASE NOTE: for any contract that is subject to M/WBE Participation Goals under Local Law 129, if the bidder's intention to use its own forces to do any of the above-referenced work would result in Bidder's failure to attain the Target Subcontracting Percentage identified in Schedule B (Subcontractor Utilization Plan), the bid will be non-responsive unless the bidder requests and obtains a Waiver of Target Subcontracting Percentage (Schedule B, Part III) in advance of bid submission. Failure to submit the completed 'BIDDERS IDENTIFICATION OF SUBCONTRACTORS' form that includes the names of subcontractors and the agreed upon amounts to be paid to such subcontractors will render the bid non-responsive.

After the low bid is announced, the sealed list submitted by the low bidder will be opened and the names of the subcontractors will be announced. The sealed lists of subcontractors submitted by all other bidders shall be maintained by the Agency unopened unless such bidder shall become the low bidder (e.g., the initial low bidder is found non-responsive). All unopened lists of subcontractors shall be returned to the bidders unopened after contract award, unless the bidder has given the agency permission to shred the form.

After bid submission, any change of subcontractor or agreed-upon amount to be paid to each shall require approval of the Agency upon a showing of a legitimate construction need which shall include, but not be limited to, a change in project specifications, a change in project material costs, a change to subcontractor status as determined pursuant to §222 (2)(e) of the Labor Law, or if the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

Project ID: HH115REGX

SUBMISSION: In addition to its Bid (Bid Envelope # 1), the Bidder must, at the time of the bid, complete and submit this form in a separate, sealed envelope (Bid Envelope # 2). To complete this form, the Bidder must identify the subcontractors it intends to use for the work listed below, as well as the dollar amount to be paid to each subcontractor. Failure to complete this form and submit it in a separate, sealed envelope will result in the disqualification of the bid as non-responsive.

The Bidder intends to use the following subcontractors. If the Bidder intends to do any of the work referenced below with its own forces, the Bidder should complete this form using its own name. If multiple subcontractors for any trade are proposed, Bidder may submit multiple copies of this form.

1.	PLUMBING CONTRACTOR:	Description of Plumbing Work:
	_____	_____
	(Print Name)	
	Agreed amount to be paid Subcontractor: \$ _____	_____

BIDDER'S SIGNATURE: The Bidder must sign and complete this form in the spaces provided below:

_____		_____	
(Bidder's Signature)		(Print Name)	

(Address)			

(Title)	(Phone #)	(Fax#)	(Date)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Neelam Construction Corp.

hereinafter referred to as the "Principal", and Vigilant Insurance Company

hereinafter referred to as the "Surety" 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 _____

10% of the amount bid

(\$ _____), 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 submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for building envelope rehabilitation for Regents Family Center 2724 Broadway Mahnattan, New York 10032

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:

- (a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and
- (b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and
- (c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND 2

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to him the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the City, either a performance bond or payment bond, or both, shall not be required by the City on or before the 30th day after the date on which the City signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 6th day of September, 2017.

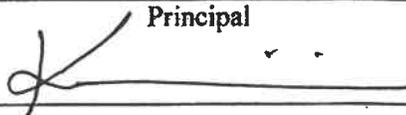
(Seal)

Neelam Construction Corp.

(L.S.)

Principal

By:

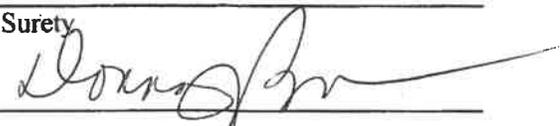


(Seal)

Vigilant Insurance Company

Surety

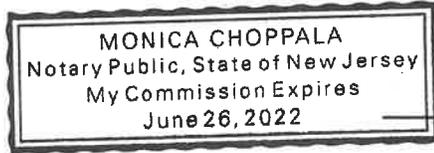
By:


Donna J. Bornemann, Attorney-In-Fact

BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of NJ County of Bergen ss:
On this 7 day of September, 2017, before me personally came Kanti Bhandesi to me known, who, being by me duly sworn, did depose and say that he resides at 376, Summit Street, Norwood NJ 07648 that he is the President of Neelam Construction Corp 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.



ch. choppala

Notary Public

ACKNOWLEDGEMENT 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

ACKNOWLEDGEMENT 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

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

BID BREAKDOWN

Submission: Bidders are advised that the requirement to submit a Bid Breakdown applies to each contract for which an "X" is indicated before the word "Yes". If required, the bidder must submit, with its bid, a completed Bid Breakdown. Failure to provide a completed Bid Breakdown may result in rejection of the bid as non-responsive.

X YES NO

Limitations on Use of Bid Breakdown:

Bidders are advised that the Bid Breakdown shall be used for bid analysis purposes only and shall not be binding for any other purposes under the Contract, including, without limitation, for payment purposes or in connection with a contractor claim for extra work. If the form for the Bid Breakdown does not include an item of work required by the Contract Documents, such omission shall have no effect whatsoever, nor shall it be used by the contractor in connection with a claim for extra work (i.e., work for which the contractor is entitled to a change order).

Instructions for Preparing Bid Breakdown:

- (A) The Bid Breakdown is set forth on the following pages of this Bid Booklet and is in accordance with the Construction Specification Institute (CSI) format. For all items of work listed in the Bid Breakdown, the bidder must indicate the price for labor and the price for material, as well as the estimated quantities required.
- (B) In preparing its Bid Breakdown, the bidder shall submit prices that include all costs for overhead and profit. Overhead shall include, without limitation, all costs in connection with the following: administration, management, superintendence, small tools, insurance, bonds, and provision of services or items required by the General Conditions [except for Security/Fire Guard Services and Temporary Heat]. If the Project requires Security/Fire Guard Services and/or Temporary Heat, such service(s) will be included as separate line items in the Bid Breakdown.
- (C) If an item is set forth in the Bid Breakdown, but is not included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addenda), the bidder is advised to leave the item blank and exclude the cost of the item from its grand total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items left blank.
- (D) If an item is not set forth in the Bid Breakdown, but is included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addenda), the bidder is advised to add the item to its Bid Breakdown and include the cost of the item in its grand total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items added.

THIS PAGE INTENTIONALLY LEFT BLANK



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032
 BIDDER: NEELAM CONSTRUCTION CORP.

DDC ID: HH114RECX
 Sponsor Agency: Department of Homeless Services

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	CONTRACT 1 - GENERAL CONSTRUCTION WORK							
01 0000	GENERAL REQUIREMENTS							
01 0000	General Requirements							
	Security Guards	1	ls					
	Mobilization	1	ls					
	Subtotal							\$ 3,412,955.47
02 0000	EXISTING CONDITIONS							
02 41 19	DEMOLITION							
	ACT 01-Remove ext'g suspended acoustic tile system		sft					
	CJT 01-Stabilize masonry above, remove & discard ext'g FB(1wyth)		lft					
	COA 02-Remove mortar from brick masonry joints		sft					
	COA 03-Remove mortar from TC joints		sft					
	COA 04-Remove mortar from stone masonry joints		sft					
	COA 06- Remove ext'g plaster from concrete slab		sft					
	CON 03-Remove ext'g metal thru-slab sleeve		ea					
	CON 04-Remove ext'g deteriorated portions of rebar &concrete, clean & prep the cavity		sft					
	CON 05-Rout out ext'g crack at concrete to 1/2" wide & 1/2" deep		lft					
	COR 01- Stabilize masonry above, remove & discard ext'g brick masonry,		lft					
	DRN 01- Removal of ext'g drain		ea					
	DRN 02- Removal of ext'g drain		ea					
	FLA 01-Stabilize masonry above, remove & discard ext'g FB &		lft					
	FLA 05-Remove ext'g concrete threshold,		lft					
	FLA 06--Remove ext'g brick masonry stair, concrete threshold, & flashing		lft					
	FLA 08- Remove ext'g metal copings, flashing & anchorage		lft					
	FLA 09-Remove & reinstall ext'g metal treads		lft					
	FLA 10-Remove & reinstall ext'g metal receiver		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	FLA 11-Remove ext'g concrete sill & flashing		lft					
	FLA 12-Remove ext'g perimeter flashing		lft					
	JNT 01-Remove & discard ext'g perimeter window sealant		lft					
	LTL 01-Stabilize masonry above, remove & discard ext'g brick masonry,		lft					
	LTL 02-Stabilize masonry above, remove & discard ext'g brick masonry,		lft					
	LTL 03-Stabilize masonry above, remove & discard ext'g brick masonry,		lft					
	MAS 01-Stabilize masonry above, remove & discard ext'g FB (1 wythe)		sft					
	MAS 02-Stabilize masonry above, remove & discard ext'g FB (1 wythe)		lft					
	MEM 01-Remove & discard ext'g roof system down to roof screed		sft					
	MEM 01/A/C- Provide testing of ext'g A/C unit		ea					
	MEM 01/Piping -Remove ext'g piping, including recovery of refrigerant		lft					
	MEM 02-Remove ext'g metal treads		sft					
	MTL 01 -Remove misc. metal & surrounding brick		ea					
	PEN 01-Remove brick at wall penetration		ea					
	PNT 01-Rake out & discard ext'g mortar in brick masonry		sft					
	PNT 02-Rake out & discard ext'g mortar in TC masonry		lft					
	PPT 01 - Remove & discard ext'g parapet		lft					
	PPT 02- Remove & discard ext'g parapet		lft					
	RAI 01-Remove ext'g parapet-mounted guardrail incl. bracket & anchor		lft					
	RAI 02-Remove ext'g facade-mounted guardrail incl. all anchorage & spot remove face brick.		lft					
	REF 01 - Remove ext'g exhaust fan cover		ea					
	SHM 01-Remove & discard ext'g standing seam sheet metal roof system & sheathing		sft					
	SHIM 01/ Windows-Remove & reinstall ext'g windows		ea					
	SIL 01- Remove & discard ext'g widow sill		lft					
	SIL 02- Remove ext'g window sill to remove flashing and anchors		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	SKY 01- Remove & discard ext'g skylight structure, all flashing & anchors.		sft					
	SLB 01-Remove & discard ext'g metal grating, brick curb, plywood structure & framing, & portion of concrete encasement		sft					
	SLB 02-Remove & discard ext'g TC curb, plywood cover & membrane		sft					
	STN 01-Remove & discard ext'g TC units		ea					
	STN 02-Remove & discard ext'g TC units		ea					
	STN 03-Remove & discard ext'g TC units		ea					
	STU 01-Remove & discard ext'g stucco		sft					\$ 1,042,657.66
	Subtotal							
02 8213	ASBSTOS ABATEMENT							
	Asbestos Abatement		ls					\$ 300,000.00
	Subtotal							
	CONCRETE							
03 0000	Concrete Restoration							
03 0100	COA 06- Install concrete coating(non-traffic)crack bridging		sft					
	CON 04-Apply corrosion resistant rebar coating, bonding agent & structural concrete repair mortar		sft					
	CON 05-Injection ports, injection epoxy adhesive for crack, structural repair mortar, curing agent, finish coating.		lft					
	Subtotal							\$ 58,049.87
03 3000	CAST-IN-PLACE CONCRETE							
	CON 04-Deformed reinforcing bars spliced to ext'g		sft					
	FLA 05-Concrete curb, deformed reinforcing bars, & welded wire fabric		lft					
	FLA 06-Concrete curb, deformed reinforcing bars, & welded wire fabric		lft					
	SLB 01-Welded wire fabric & concrete slab & topping on metal deck.		sft					
	SLB 02-Welded wire fabric & concrete slab & topping on metal deck.		sft					
	Subtotal							\$ 8,001.00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
03 4500	Precast Architectural Concrete							
	FLA 08- Provide new precast architectural concrete coping units		lft					
	PPT 01- Provide new molds for precast architectural concrete units		ea					
	PPT 01-Provide new precast architectural concrete face units to match ext'g		ea					
	PPT 01-Provide new precast architectural concrete coping units to match ext'g TC.		lft					
	PPT 01/COP 01-Provide new precast Archit. Concrete coping units to match ext'g TC, anchorage set in anchoring compound		lft					
	PPT 02/COP 02-Provide new precast Archit. Concrete coping units; anchorage set in anchoring compound		lft					
	PPT 02- Provide new precast architectural concrete coping units		lft					
	SHM 01- Provide new precast architectural concrete coping units		lft					
	SIL 01- Provide new precast architectural concrete Window sill		lft					
	SIL 02- Provide new precast architectural concrete Window sill		lft					
	STN 01- Provide new molds for precast architectural concrete units		ea					
	STN 01-Provide new architectural precast stone to match ext'g TC.unit		ea					
	STN 02- Provide new molds for precast architectural concrete units		ea					
	STN 02-Provide new architectural precast stone to match ext'g TC.unit		ea					
	STN 03- Provide new molds for precast architectural concrete units		ea					
	STN 03-Provide new architectural precast stone to match ext'g TC.unit		ea					
	Subtotal							\$ 329,130.00
04 0000	MASONRY							
04 0120	Unit Masonry Replacement							
	CJT 01- Provide new FB & compressible filler (neoprene)		lft					
	COR 01 Provide New face brick		lft					
	FLA 01- Provide face brick		lft					
	LTL 01- Provide face brick		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 02- Provide face brick		lft					
	LTL 03- Provide face brick		lft					
	MAS 01- Provide face brick		sft					
	MAS 02- Provide face brick		lft					
	MTL 01- Provide face brick		ea					
	PEN 01- Provide face brick		ea					
	PPT 01- Provide brick parapet		lft					
	PPT 02- Provide brick parapet		lft					
	RAI 02- Provide face brick		lft					
	SHM 01- Provide face brick		lft					
	Subtotal							\$ 1,196,203.09
04 0122	Masonry Cleaning							
	COA 02-Remove ext'g coating from brick masonry		sft					
	COA 03-Remove ext'g coating from TC masonry		sft					
	COA 04-Remove ext'g coating from stone masonry		sft					
	Subtotal							\$ 8,445.00
04 0130	Terra Cotta Restoration							
	TRC 01- Provide TC crack repair							
	Subtotal							\$ 3,300.00
04 0513	Masonry Mortar							
	CJT 01- Provide new mortar		lft					
	COA 02-Pointing of brick masonry joints		sft					
	COA 03-Pointing of terra cotta masonry joints		sft					
	COA 04-Pointing of stone masonry joints		sft					
	COR 01 Provide new mortar		lft					
	FLA 01- Provide new mortar		lft					
	FLA 08- Provide new mortar for setting new coping		lft					
	LTL 01- Provide new mortar		lft					
	LTL 02-Provide new mortar		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regerits Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 03- Provide new mortar		lft					
	MAS 01- Provide new mortar		sft					
	MAS 02- Provide new mortar		lft					
	MTL 01- Provide new mortar		ea					
	PEN 01- Provide new mortar		ea					
	PNT 01- Provide new mortar in brick masonry joints		sft					
	PNT 02- Provide new mortar in terra cotta masonry joints		lft					
	PPT 01- Provide new mortar in parapet		lft					
	PPT 01/COP 01- Provide mortar for setting of copings		lft					
	PPT 02- Provide new mortar in parapet		lft					
	PPT 02/COP 02- Provide mortar for setting of copings		lft					
	SHM 01- Provide new mortar in parapet		lft					
	SIL 01- Provide new mortar for setting new sill		lft					
	SIL 02- Provide new mortar for setting new sill		lft					
	STN 01- Provide new mortar for setting new units		ea					
	STN 02- Provide new mortar for setting new units		ea					
	STN 03- Provide new mortar for setting new units		ea					
	Subtotal							\$ 317,534.40
04 0519	Masonry Anchorage & Reinforcing							
	CJT 01- Provide EJ stabilizing anchor & veneer anchorage		lft					
	COA 03- Provide (4) hybrid threaded anchors w/nut & washer set in epoxy adhesive		sft					
	COA 04- Provide (5) threaded rods set in epoxy adhesive		sft					
	COR 01 Provide veneer anchors & truss reinforcement		lft					
	Doors- Provide threaded rod & epoxy adhesive to secure new frame		lft					
	Doors- Provide an umbrella insert for installation of threaded rod set in epoxy		ea					
	DRN 01- Grout installation around drain body		ea					
	DRN 02- Grout installation around drain body		ea					
	FLA 08- Provide new anchorage for new precast concrete copings		lft					
	LTL 01- Provide veneer anchorage		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 02-Provide veneer anchorage		lft					
	LTL 03- Provide veneer anchorage		lft					
	MAS 01-Provide veneer anchorage		sft					
	MAS 02- Provide veneer anchorage		lft					
	MTL 02- Provide veneer anchorage for new ornamental metal elements		lft					
	PPT 01- Provide vertical reinforcement; provide masonry wall tie & truss reinforcement		lft					
	PPT 01/COP 01-Provide anchorage for coping installation		lft					
	PPT 01/STL 01- Provide vertical reinforcement(epoxy coated) welded to ext'g steel spandrel.		ea					
	PPT 01/STL 01- Provide cementitious grout(non-shrink) for patching of concrete slab around vertical reinforcement		ea					
	PPT 02- Provide vertical reinforcement; provide masonry wall tie & truss reinforcement		lft					
	PPT 02/COP 02-Provide anchorage for coping installation		lft					
	RAI 01-Provide anchorage to secure railing to interior face of parapet		lft					
	RAI 02-Provide anchorage to secure railing to brick masonry façade		lft					
	SLB 02 -Provide threaded rod w/nut & washer set in epoxy adhesive		lft					
	STN 01- Provide epoxy adhesive for new anchor		ea					
	STN 01- Provide half moon stone anchor		ea					
	STN 02-Provide epoxy adhesive for new anchor		ea					
	STN 02-Provide half moon stone anchor		ea					
	STN 03-Provide epoxy adhesive for new anchor		ea					
	STN 03-Provide concealed stone joint anchor		ls					
	STN 03-Provide half moon stone anchor		ls					
	STU 01 -Provide anchorage for stucco lath		sft					
	Subtotal							\$ 189,200.00
05 0000	METALS							
05 12 00	STRUCTURAL STEEL FRAMING							
	CON 03- Provide new SS plate		sft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 01- Provide new galv. Steel lintel & hangers		lft					
	LTL 02- Provide new galv. Steel lintel & hangers		lft					
	LTL 03- Provide new galv. Steel loose laid lintel		lft					
	PPT 01- Provide new galv. Steel lintel & hangers		lft					
	SLB 02- Provide new galv. Steel angle		lft					
	Subtotal							\$ 136,400.00
05 31 00	STEEL DECKING							
	SLB 01- Steel roof deck & accessories		sft					
	SLB 02 - Steel roof deck & accessories		sft					
	Subtotal							\$ 43,640.00
05 52 00	METAL RAILING							
	RAI 01- Provide new parapet mounted guardrail		lft					
	Subtotal							\$ 160,000.00
05 74 00	DECORATIVE METAL CASTINGS							
	MTL 02- Provide molds for decorative metal elements		ea					
	MTL 02- Replace decorative metal elements matching ext'g		ea					
	Subtotal							\$ 36,000.00
06 00 00	WOOD, PLASTICS, AND COMPASITES							
06 1000	ROUGH CARPENTRY							
	SHM 01- Provide exterior grade plywood substrate		sft					
	Subtotal							\$ 115,200.00
07 0000	THERMAL AND MOISTURE PROTECTION							
07 56 00	Fluid Applied Roofing							
	CON 01-Patch w/modified repair mortar (screed only)		sft					
	CON 02-Patch w/modified repair mortar (full depth of fill)		sft					
	CON 03-Fill w/modified repair mortar (full depth of slab and fill)		sft					
	DRN 01- Roof system flashing at replacement drain location		ea					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	DRN 02- Roof system flashing at replacement drain location		ea					
	FLA 01- Fluid applied flashing at roof perimeter		lft					
	FLA 02- Fluid applied flashing at roof perimeter		lft					
	FLA 03- Fluid applied flashing at mechanical unit		lft					
	FLA 04- Fluid applied flashing at roof penetration		ea					
	FLA 05- Fluid applied flashing at door threshold		lft					
	FLA 06- Fluid applied flashing at door threshold		lft					
	FLA 07- Fluid applied flashing at perimeter of stair & landing		lft					
	FLA 08- Fluid applied flashing at stair cheek wall		lft					
	FLA 09- Fluid applied flashing at stair tread		lft					
	FLA 10- Fluid applied flashing at metal-clad bulkhead		lft					
	FLA 11- Fluid applied flashing at sill		lft					
	FLA 12- Fluid applied flashing at low parapet		lft					
	MEM 01- Fluid applied membrane		sft					
	MEM 02- Fluid applied membrane		sft					
	MEM 02- Patch with modified repair mortar		sft					
	SKY 01- Fluid applied flashing at new skylight		lft					
	SLB 01- Provide modified repair mortar at beam encasement		lft					
	Subtotal							\$ 145,184.00
07 6100	SHEET METAL ROOFING							
	SHM 01- Provide SS sheet metal copper roof		sft					
	Subtotal							\$ 666,400.00
07 6200	SHEET METAL FLASHING & TRIM							
	FLA 01- Provide SS fabric flashing & counter flashing		lft					
	FLA 02- Provide SS fabric flashing & counter flashing		lft					
	FLA 08- Provide modified bitumen fabric flashing & SS pre-formed sheet metal flashing		lft					
	FLA 10- Provide SS cleats		lft					
	LTL 01- Provide SS composite flashing & drip edge		lft					



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

BIDDER: NEELAM CONSTRUCTION CORP.

Sponsor Agency: Department of Homeless Services

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	LTL 02- Provide SS composite flashing & drip edge		lft					
	LTL 03- Provide SS composite flashing & drip edge		lft					
	PPT 01- Provide SS composite flashing & drip edge		lft					
	PPT 01/COP 01- Provide sheet metal & flexible flashings below copings,including all accessories		lft					
	PPT 02- Provide SS composite flashing & drip edge		lft					
	PPT 02/COP 02- Provide sheet metal & flexible flashings below copings,including all accessories		lft					
	REF 01- Provide new steel exhaust fan cover		ea					
	SIL 01- Provide SS flashing below new sill		lft					
	SIL 02- Provide SS flashing below ext'g sill		lft					
	SKY 01- Provide SS flashing below new skylight		lft					
	SHIM 01- Provide new SS downspout w/SS straps, bee-hive strainer, & splash block		ea					
	SHIM 01- Provide new copper gutter w/debris guard secured on hangers		lft					
	Subtotal							\$ 157,760.00
07 84 00	FIRESTOPPING							
	FLA 04- Provide fire stopping at roof penetration		ea					
	Subtotal							\$ 12,800.00
07 9200	JOINT SEALANTS							
	CJT 01- Provide sealant & backer rod at all new CJ		lft					
	COR 01- Provide sealant & backer rod at all new CJ		lft					
	JNT 01- Provide premolded CJ		lft					
	JNT 01- Provide sealant at all window perimeters & CJ		lft					
	LTL 01- Provide sealant & backer rod at new intel		lft					
	LTL 02- Provide sealant & backer rod at new intel		lft					
	LTL 03- Provide sealant & backer rod at new intel		lft					
	LTL 04- Provide sealant & backer rod at ext'g intel		lft					
	PEN 01- Provide sealant & backer rod at all wall penetration		ea					
	Subtotal							\$ 48,560.00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAM CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
08 0000	<u>OPENINGS</u>							
08 1113	<u>Hollow Metal Doors & Frames</u>							
	FLA 05- Exterior hollow Metal Door & Frame (steel)		ea					
	FLA 06- Exterior hollow Metal Door & Frame (steel)		ea					
	Subtotal							\$ 8,000.00
08 6300	<u>METAL - FRAMED SKYLIGHTS</u>							
	SKY 01- Provide new skylight structure		sft					
	Subtotal							\$ 39,600.00
08 7100	<u>DOOR HARDWARE</u>							
	FLA 05- Provide multi-part adjustable saddle		lft					
	FLA 06- Provide multi-part adjustable saddle		lft					
	Doors- Provide door hardware: hinges, exit device, weatherstripping, kick plate, wall bumper.		ea					
	Subtotal							\$ 19,328.00
09 0000	<u>FINISHES</u>							
09 2116	<u>GYP SUM BOARD ASSEMBLIES</u>							
	ACT 01- Provide gypsum board & metal support systems		sft					
	GYP 01- Provide gypsum board & metal support systems		sft					
	SLB 01- Provide gypsum board & metal support systems		sft					
	SLB 02- Provide gypsum board & metal support systems		sft					
	Subtotal							\$ 43,660.00
09 2300	<u>GYP SUM PLASTERING</u>							
	SKY 01- Provide new plaster around skylight perimeter		sft					
	At new door perimeters		sft					
09 2600	<u>NATURAL CEMENT - BESED STUCCO</u>							
	STU - Provide new finished 3 coat stucco on lath		sft					\$ 6,560.00
	Subtotal							\$ 259,200.00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

PROJECT: Building Envelope Rehabilitation for Regents Family Center

CONTRACT 1 - GENERAL CONSTRUCTION WORK

LOCATION: 2724 Broadway Manhattan, NY 10032

DDC ID: HH114REGX

Sponsor Agency: Department of Homeless Services

BIDDER: NEELAMI CONSTRUCTION CORP.

CSI Number	Description	QTY	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
09 9623	<u>GRAFFITI RESISTANT COATINGS</u> COA 01- Coating: Ext'g masonry		sft					
	Subtotal							\$ 14,400.00
09 9713	<u>METAL COATINGS</u> COA 05- Prepare & coat decorative metal		sft					
	COR 01- Prepare & coat all ext'g steel		lft					
	FLA 09- Prepare & coat all ext'g steel landing cover		lft					
	LTL 01- Prepare & coat all steel (ext'g & new)		lft					
	LTL 02- Prepare & coat all steel (ext'g & new)		lft					
	LTL 03- Prepare & coat all new steel		lft					
	LTL 04- Prepare & coat all ext'g steel		lft					
	MEM 02- Prepare & coat all ext'g steel treads		sft					
	PPT 01- Prepare & coat all steel (ext'g & new)		lft					
	PPT 01/STL 01- Prepare & coat ext'g spandrel beam		lft					
	PPT 02- Prepare & coat all ext'g steel		lft					
	RAI 02- Prepare & coat all ext'g wrought iron railings		lft					
	SLB 01- Prepare & coat all ext'g steel channels		lft					
	Subtotal							\$ 52,304.00
22 0000	<u>PLUMBING</u>							
22 100	<u>PLUMBING PIPING</u>							
1	VES 01- New vent stack extension pipe		ea					
	Subtotal							\$ 48,750.00
22 1426	<u>DRAINS</u>							
	DRN 01- Drain installation		ea					
	DRN 02- Drain installation		ea					
	Subtotal							\$ 22,812.50
	TOTAL CONTRACT 1- GENERAL CONSTRUCTION WORK							\$ 8,902,055.00

**ATTACHMENT 1 - BID INFORMATION
PROJECT ID: HH15REGX**

DESCRIPTION AND LOCATION OF WORK:

**Building Envelope Rehabilitation for Regents Family Center
2724 Broadway
Manhattan, NY 10032
E-PIN: 85017B0111 / DDC PIN: 8502017HR0007C**

DOCUMENTS AVAILABLE AT:

Department of Design and Construction, Contract Section
30-30 Thomson Avenue - First Floor, Long Island City, NY 11101

SUBMISSION OF BIDS BEFORE BID OPENING:

TIME TO SUBMIT:

On or Before: **THURSDAY, SEPTEMBER 7, 2017**
BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

Department of Design and Construction, Contract Section (located behind Security Station)
30-30 Thomson Avenue - First Floor, Long Island City, NY 11101

PRE-BID QUESTIONS (PBQs):

Please be advised that PBQs must be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date.

BID OPENING:

PLACE OF BID OPENING:	Department of Design and Construction Contract Section 30-30 Thomson Avenue – First Floor Long Island City, NY 11101
DATE AND HOUR:	THURSDAY, SEPTEMBER 7, 2017 @ 2:00 PM
	LATE BIDS WILL NOT BE ACCEPTED

PRE-BID WALK-THRU AND CONFERENCE:

PLACE	Regents Family Center 2724 Broadway Manhattan, NY 10032
DATE AND HOUR	WEDNESDAY, AUGUST 23, 2017 AT 10:00AM
MANDATORY OR OPTIONAL	OPTIONAL

BID SECURITY:

Bid Security is required in the amount set forth below; provided, however, bid security is not required if the TOTAL BID PRICE set forth on the Bid Form is less than \$1,000,000.

- (1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
- (2) Certified Check in an amount not less than 2% of the TOTAL BID PRICE set forth on the Bid Form

PERFORMANCE AND PAYMENT SECURITY:

Required for Contracts in the amount of \$1,000,000.00 or more. Performance and Payment Security shall each be in an amount equal to 100% of the Contract Price

AGENCY CONTACT PERSON:

Lorraine Holley, 30-30 Thomson Avenue - First Floor, Long Island City, Queens, NY 11101
Telephone (718) 391-1016 csb_projectinquiries@ddc.nyc.gov

THIS PAGE INTENTIONALLY LEFT BLANK

**BID BOOKLET
PART B**

THIS PAGE INTENTIONALLY LEFT BLANK

SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:

Company Name: Neelam Construction Corp.

DDC Project Number: HH15REGx

Company Size: _____ Ten (10) employees or less
 Greater than ten (10) employees

Company has previously worked for DDC YES _____ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	✓	✓
Residential Building Construction	✓	
Nonresidential Building Construction	✓	✓
Heavy Construction, except building		
Highway and Street Construction	✓	
Heavy Construction, except highways	✓	
Plumbing, Heating, HVAC	✓	✓
Painting and Paper Hanging	✓	
Electrical Work	✓	✓
Masonry, Stonework and Plastering	✓	✓
Carpentry and Floor Work	✓	✓
Roofing, Siding, and Sheet Metal	✓	
Concrete Work	✓	
Specialty Trade Contracting	✓	✓
Asbestos Abatement	✓	✓
Other (specify)		

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why.

The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
2016	0.84	0.968
2015	1.41	0.968
2014	1.41	0.940

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the contractor must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

YES - NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

YES NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related inpatient hospitalizations, all amputations and all losses of an eye).

OSHA Dropped Charges

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

The Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

Incident Rate =
$$\frac{\text{Total Number of Incidents} \times 200,000}{\text{Total Number of Hours Worked by Employees}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2016	42,088	0
2015	44,420	4.502
2014	29,860	0

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

5. Safety Performance on Previous DDC Project(s)

YES NO Contractor previously audited by the DDC Office of Site Safety.
 DDC Project Number(s): _____, _____, _____

YES NO Accident on previous DDC Project(s).
 DDC Project Number(s): _____, _____, _____

YES NO Fatality or Life-altering Injury on DDC Project(s) within the last three years.
 [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].
 DDC Project Number(s): _____, _____, _____

Date: 9/7/2017

By: [Signature]
 (Signature of Owner, Partner, Corporate Officer)

Title: President

THIS PAGE INTENTIONALLY LEFT BLANK

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 facsimile or in writing and will specify the types of information which must be submitted.

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 on pages 28 through 30 of 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 shall submit such additional information as the Commissioner may require, including without limitation, 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.

A. PROJECT REFERENCES - 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
BARD COLLEGE HS	GIC	\$9,000,000.00	JUN-17	Edwardellis 646-721-0677	Goskow Architects
PS-35	GIC	\$4,729,471.00	SEP-16	William Knight 347-729-1684	Super Structure 917-464-5486
NYCHA JEFFERSON HOUSE	GIC	\$19,500,000.00	SEP-16	C.J. Patel 212-306-860	Super Structure 917-464-5486
THE HILL RENOVATION WEST POINT, NY	GIC	\$10,954,850.00	OCT-15	Randy McMurtrie 845-938-5440	URS Consultants
MOMA PS-1 L.I.C, NY	GIC	\$3,800,508.00	OCT-12	Joe Tamburino 347-721-5516	Andrew Berman 212-226-5998

B. PROJECT REFERENCES – 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
APPELLATE COURT	GC	11,392,236.75	45 Y.	60 Y.	FEB-2018	Guskan Malik 718-391-1156	Gannett Fleming 212-967-9833
PS-104	GC	10,521,000.00	52 Y.	80 Y.	NOV-2019	Bassam Abd 718-752-5319	STV Leonard Skosman 212-614-7611

C. PROJECT REFERENCES - 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
PS-131	GAC	12,900,000	9/1/2017	Soon Ho Kim 718-752-5344	DAG 732-560-7900

**OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE**

To be completed if the contract is less than \$1,000,000

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

Names of Subcontractors in the amount of 750,000 or more on this contract (if not known at this time, so state indicating that trades will be subcontracted):

I, (fill in name of person signing) _____,
hereby affirm that I am authorized by the above-named contractor to certify that said contractor's proposed contract with the above-named owner or city agency is less than \$1,000,000. This affirmation is made in accordance with Executive Order No. 50 (1980) as amended and its implementing regulations.

Date

Signature

WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY CONTRACT BETWEEN THE CITY AND THE BIDDER OR CONTRACTOR AND BAR THE BIDDER OR CONTRACTOR FROM PARTICIPATION IN ANY CITY CONTRACT FOR A PERIOD OF UP TO THREE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

THIS PAGE INTENTIONALLY LEFT BLANK

VENDEX COMPLIANCE

(A) **Vendex Fees:** Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175 per Vendor Name Check review. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350 per Vendor Name Check review.

(B) **Confirmation of Vendex Compliance:** The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue – First Floor, Long Island City, NY 11101.

Bid Information: The Bidder shall complete the bid information set forth below.

Name of Bidder: _____
Bidder's Address: _____
Bidder's Telephone Number: _____
Bidder's Fax Number: _____
Date of Bid Opening: _____
Project ID: _____

Vendex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed **TWO ORIGINALS** of the Certification of No Change set forth on the next page of this Bid Booklet.

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

THIS PAGE INTENTIONALLY LEFT BLANK

**IRAN DIVESTMENT ACT COMPLIANCE RIDER
FOR NEW YORK CITY CONTRACTORS**

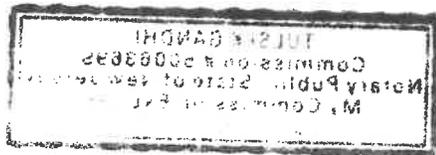
The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

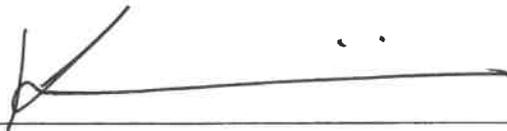
Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 8/30, ^{NJ} New York
 , 2017



SIGNATURE

Kanci Bhandari

PRINTED NAME

President

TITLE

Sworn to before me this
30 day of August, 2017

Tulsi K Gandhi

Notary Public

Dated:



CITY OF NEW YORK

DIVISION OF LABOR SERVICES

CONSTRUCTION EMPLOYMENT REPORT

THIS PAGE INTENTIONALLY LEFT BLANK

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513 - 6323
Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor Subcontractor
- 1a. Are M/WBE 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? NY Are you DBE certified? Yes No
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs 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 _____
6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 22-2822073 Employer Identification Number or Federal Tax I.D. neelam1238@aol.com Email Address
8. Neelam Construction Corp. Company Name
9. 163A Paris Ave, Northvale, NJ 07647 Company Address and Zip Code
10. Kanti Bhandari Chief Operating Officer 201-768-2213 Telephone Number
11. Kanti Bhandari Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same") 201-768-2213 Telephone Number
12. "Same" Name of Prime Contractor and Contact Person (If same as Item #8, write "same") "Same"

13. Number of employees in your company: 60

14. Contract information:

(a) DDC Contracting Agency (City Agency) (b) _____ Contract Amount

(c) _____ Procurement Identification Number (PIN) (d) _____ Contract Registration Number (CT#)

(e) _____ Projected Commencement Date (f) _____ Projected Completion Date

(g) Description and location of proposed contract:

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 X

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 X

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 X 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 X

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes ___ No X

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

(d) Were any deficiencies found? Yes ___ No X

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.

- X (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- X (b) Disability, life, other insurance coverage/description
- N (c) Employee Policy/Handbook
- N (d) Personnel Policy/Manual
- N (e) Supervisor's Policy/Manual
- X (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- X (g) Collective bargaining agreement(s).
- X (h) Employment Application(s)
- N (i) Employee evaluation policy/form(s).
- N (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave 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 ___ |
| (b) After a conditional job offer | Yes ___ No ___ |
| (c) After a job offer | Yes <input checked="" type="checkbox"/> No ___ |
| (d) Within the first three days on the job | Yes ___ No ___ |
| (e) To some applicants | Yes ___ No ___ |
| (f) To all applicants | Yes ___ No ___ |
| (g) To some employees | Yes ___ No ___ |
| (h) To all employees | Yes ___ No ___ |

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

163A, Paris Ave, Northvale NJ 07647

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

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 No ___

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

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

- Minorities and Women
 Individuals with handicaps
 Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

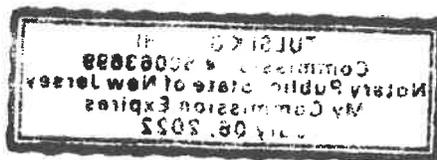
If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes ___ No

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

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

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



SIGNATURE PAGE

I, (print name of authorized official signing) Kanti Bhandari 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.

Neelam Construction Corp.
Contractor's Name

Kanti Bhandari President
Name of person who prepared this Employment Report Title

Kanti Bhandari President
Name of official authorized to sign on behalf of the contractor Title

201-768-2213
Telephone Number

[Signature] 8/30/2017
Signature of authorized official 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 30 day of August 20 17

Tulsi Gandhi Tulsi K Gandhi 8/30/2017
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 ___ 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
TRD				

*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) Journey/level Workers
 (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:	MALES						FEMALES									
	(1) White Non Hisp.		(2) Black Non Hisp.		(3) Asian		(4) Native Amer.		(5) White Non Hisp.		(6) Black Non Hisp.		(7) Asian		(8) Native Amer.	
J	4		2		2	1										
H																
A																
TRN																
TOT	4		2		2	1										

Trade: Labor

Union Affiliation, if applicable
79

Total (Col. #1-10):
9

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

Total Female
 (Col. #6 - 10):
4

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

	(1)		(2)		(3)		(4)		(5)			
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.
J												
H												
A												
TRN												
TOT												

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

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:	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										
H										
A										
TRN										
TOT										

Total (Col. #1-10):

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

Total Female (Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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										
H										
A										
TRN										
TOT										

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



careers
businesses
neighborhoods

Gregg Bishop
Commissioner

217CY295

August 7, 2017

Mr. Pravin Bhandar, Vice President
Neelam Construction Corp.
163A Paris Avenue
Northvale, NJ 07647

Re: NYC Department of Design and Construction Contract (DDC); FMS ID
LQD122GL2; Pin No. 8502017LQ0001C; Glendale Library Renovation & ADA
Accessibility, Phase II; Borough of Queens; Contract Value: \$4,621,689.00;
Continued Certificate of Approval.

Dear Mr. Bhandar:

Please be advised that Neelam Construction Corp. has already received notice of its approval status for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services' (DLS') Certificate of Approval dated **October 19, 2015 for File # 215BB058.**

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above-referenced contract. This approval does not extend the initial three (3) year approval **(September 11, 2015 – September 10, 2018)** referred to above.

Page 2
August 2, 2017

If you have any questions, please call **Mr. Irving Angrum** at **(212) 513-6431** or by email **iangrum@sbs.nyc.gov**.

Very truly yours,


Helen Wilson
Assistant Commissioner
Division of Labor Services

ia
cc: **Christine Espinal**
Irving Angrum
File

①

NEELAM CONSTRUCTION CORPORATION

GENERAL CONTRACTOR
163-A PARIS AVE, NORTHVALE, NJ 07647

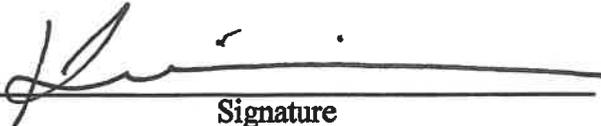
EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of NEELAM CONSTRUCTION CORP. not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. We will take specific action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. Such action shall include, but not limited to the following: recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other Terms and Conditions of Employment except as provided by law.

NEELAM CONSTRUCTION CORP.

Kanti Bhandari, President

Name & Title



Signature

3/23/11

Date

3

0

3

FMS ID: HH115REGX



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

Building Envelope Rehabilitation for Regents Family Center

**LOCATION: 2724 Broadway
BOROUGH: Manhattan 10032
CITY OF NEW YORK**

Contractor _____

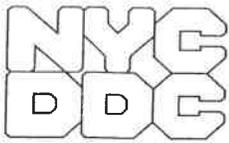
Dated _____, 20____

Entered in the Comptroller's Office _____

First Assistant Bookkeeper _____

Dated _____, 20____





Department of
Design and
Construction

PROJECT ID:

HH115REGX

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

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

**Building Envelope Rehabilitation for
Regents Family Center**

LOCATION:
BOROUGH:
CITY OF NEW YORK

2724 Broadway
Manhattan 10032

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

Department of Homeless Services

SUPERSTRUCTURES Engineers + Architects



Date:

June 12, 2017

17-109

2015 Project Labor Agreement

NOTICE: THIS CONTRACT IS SUBJECT TO A NEW PROJECT LABOR AGREEMENT EXECUTED IN 2015

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 the attached Letter of Assent prior to award. 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. Contractor will also be required to have all subcontractors of all tiers execute the attached Letter of Assent prior to such subcontractors performing any work on the Project. 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. All bidders should carefully read the entire PLA that governs this Contract.

In addition, please note that there are significant revisions between the 2015 PLA attached to this bid and the prior Citywide Renovation PLA. The Contractor is urged to review the entire PLA. Significant changes include:

- **Micro Work Orders:** For JOCS and Requirements contracts, Task Orders or Work Orders that do not exceed \$10,000 are not subject to the PLA. See PLA Article 3, Section 1.
- **On Call Contracts:** Provisions have been added regarding the referral of workers for on call contracts where Contractors are required to respond on an expedited basis. See PLA Article 4, Section 8.
- **Grievances:** The grievance procedure governing disputes under the PLA has been clarified. See PLA Article 9, Section 1.
- **Delinquent Contractors:** Contractors and Subcontractors who do not make required payments to union funds on a timely basis are subject to requirements to submit cancelled checks or another form of proof of payment in addition to certified payroll reports when requesting payment. See PLA Article 11, Section 2.
- **Payment to Union Funds for Non-Union Workers:** 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 “core” non-union employees (working pursuant to Article 4, Section 2 of the PLA) who are already covered under such bona fide private benefit plans. See PLA Article 11, Section 2.
- **Veterans Day:** Veterans Day has been added to the list of standard holidays. See Article 12, Section 4.
- **Reporting Pay for Weather Events:** 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 Article 12, Section 6.

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, 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.

In addition to the various provisions regarding work rules, Contractors should take special note of the requirement that Contractors and Subcontractors make payments to designated employee benefit funds. See PLA Article 11, Section 2. The PLA also contains provisions for what occurs when a Contractor or a subcontractor fails to make required payments into the benefit funds, including potentially the direct payment by the City to the benefit fund of monies owed and corresponding withholding of payments to the Contractor. See PLA Article 11, Section 2. The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

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 in Schedule B entitled the "Subcontractor Utilization Plan," and are detailed in a separate Notice to Prospective Contractors included with 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 2(C), carefully. A list of certified M/WBE firms may be obtained from the Department of Small Business Services (DSBS) website at www.nyc.gov/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing DSBS at 110 William St., 7th floor, New York, New York, 10038.

The local collective bargaining agreements (CBAs) that are incorporated into the PLA as PLA Schedule A Agreements are available on computer disk from the Department's 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.

A contact list for the participating unions is set forth after the FAQs.

Below are answers to frequently asked questions (FAQs) about this PLA:

1. **Q.** Does a Contractor need to be signatory with the unions in the NYC Building and Construction Trades Council 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.
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 must agree to become party to the PLA. See PLA Art. 2, Sec. 8. Subject to the Department'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 and agrees to the terms of the PLA.
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. Subcontractors, however, will be required to sign the Letter of Assent prior to being approved by the Department.
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. See PLA Article 4. However, Contractors and subcontractors may continue to use up to 12% of their existing, qualifying labor force for this work, in accordance with the terms of PLA Article 4, Section 2B. Certified M/WBEs for which participation goals are set pursuant to NYC Administrative Code §6-129 that are not signatory to any Schedule A CBAs may use their existing employees for the 2nd, 4th, 6th and 8th employee needed on the job if their contracts are valued at or under \$500,000. For contracts valued at above \$500,000 but under \$1,000,000, such certified M/WBEs may use their own employees for the 2nd, 5th and 8th employees needed on the job in accordance with the provisions of PLA Article 4, Section 2C. If additional workers are needed by these M/WBEs, the additional workers will be referred to the Contractor from the signatory local unions subject to the Contractor's right to meet 12% of the additional needs with its existing, qualifying employees.
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 2C?
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 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 projects 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 collective bargaining agreements (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. Non-union employees working under the PLA are subject to the union security provisions (i.e., union dues/agency shop fees) of the local CBAs while on the project. These 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.** When will the agency shop dues payer affiliate workers 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 agency shop dues payer affiliate workers should speak with the respective union(s) as to benefit eligibility thresholds.

10. **Q.** Are all Contractors and subcontractors working under the PLA, including non-union Contractors and Contractors signatory to collective bargaining agreements 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. See PLA Article 11, Section 2. 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 D.

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 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 Section 220. See PLA Article 11, Section 2.

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.** May a contractor discharge a union referral for lack of productivity?

A. Again, 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.

15. **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.
16. 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 and may not be altered by the Contractor.
17. Q. Does the PLA create a common holiday schedule for all the signatory trades?
A. Yes, the PLA recognizes nine (9) common holidays, including Veterans Day. See PLA Article 12, Section 4.
18. 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.
19. 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.
20. 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.
21. 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.
22. Q. Does the PLA contain special provisions for the manning 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.

23. **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.

24. **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.

25. **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.

26. **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 Project Labor Agreements 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.

27. **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.

28. **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. See PLA Article 10. A copy of the NY Plan is available upon request from the

Department. 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, Section 3.

29. **Q.** Does the 2015 Renovation 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 \$10,000 issued under JOCS or Requirements Contracts otherwise subject to the PLA. See PLA Article 3, Section 1.

NYC Project Labor Agreements

CONTACT INFORMATION FOR LOCAL UNIONS (Updated May 2016)

BOILER MAKERS LOCAL NO. 5

24 Van Siclen Avenue
Floral Park, NY 11001
Phone: (516) 326-2500
Fax: (516) 326-3435
Business Manager: Steve Ludwigson

BLASTERS, DRILLRUNNERS & MINERS LOCAL NO. 29

43-12 Ditmars Blvd.
Astoria, NY, 11105
Phone: (718) 278-5800
Business Manager: Thomas Russo

BRICKLAYERS LOCAL NO. 1

4 Court Square #1
Long Island City, NY 11101
Phone: (718) 392-0525
Business Manager: Jeramiah Sullivan

CARPENTERS DISTRICT COUNCIL

395 Hudson Street, 9th Fl
New York, New York 10014
Phone: (212) 366-7500
Fax: (212) 675-3140
Business Manager: Joe Geiger
John Sheehy, D.C. Rep.

CEMENT MASONS NO. 780

150-50 14th Rd Suite 4
Whitestone, NY 11357
Phone: (718) 357-3750
Fax: (718) 357-2057
Business Manager: Gino Castingnoli

CONCRETE WORKERS DISTRICT COUNCIL NO. 16

29-18 35th Avenue
Long Island City, NY 11106
Phone: (718) 392-5077
Fax: (718) 392-5087
Business Manager: Alex Castaldi

DERRICKMEN & RIGGERS LOCAL 197

35-53 24th Street
Long Island City, NY 11101
Phone: (718) 361-6534
Fax: (718) 361-6584
Business Manager: William Hayes
Billhayes197@yahoo.com

DRYWALL TAPERS 1974

265 West 14th Street
New York, NY 10011
Phone: (212) 242-8500
Fax: (212) 242-2356
Business Manager: Sal Marsala

ELECTRICAL LOCAL NO. 3

158-11 Harry Van Arsdale, Jr. Avenue
Flushing, NY 11365
Phone: (718) 591-4000
Fax: (718) 380-8998
Business Manager: Chris Erickson
Raymond Melville, Asst. Bus. Mgr.
Construction

ELEVATOR CONSTRUCTORS NO. 1

47-24 27th Avenue
Long Island City, NY 11101
Phone: (718) 767-7004
Fax: (718) 767-6730
Business Manager: Lenny Legotte
llegotte@localoneiuec.com

ENGINEERS LOCAL NO. 14

141-57 Northern Boulevard
Flushing, NY 11354
Phone: (718) 939-0600
Fax: (718) 939-3131
Business Manager: Edwin Christian

ENGINEERS NO. 15, 15A, 15B, 15C, 15D

44-40 11th Street
Long Island City, NY 11101
Phone: (212) 929-5327
Business Manager: Tom Callahan

ENGINEERS NO. 30

16-16 Whitestone Expressway
Whitestone, NY 11357
Phone: (718) 847-8484
Fax: (718) 850-0524
Business Manager: William Lynn

ENGINEERS No. 94

331-337 West 44th Street
New York, NY 10036
Phone: (212) 245-7040
Fax: (212) 245-7886
Business Manager: Kuba Brown
kubabrown@local94.com

GLAZIERS NO. 1087

45 West 14th Street
New York, NY 10011
Phone: (212) 924-5200
Fax: (212) 255-1151
Business Manager: Steve Birmingham

**HEAT & FROST INSULATORS
AND ALLIED WORKERS**

LOCAL UNION NO. 12

35-53 24th Street
Long Island City, NY 11101
Phone: (718) 784-3456
Fax: (718) 784-8357
Business Manager: Matty Aracich
matty@insulatorslocal12.com

**HEAT & FROST INSULATORS
LOCAL UNION NO. 12A**

1536 127th Street
College Point, NY 11356
Phone: (718) 886-7226
Business Manager: Jaime Soto

IRON WORKERS DISTRICT COUNCIL

22 West 46th Street
New York, NY 10036
Phone: (212) 302-1868
Business Manager: James Mahoney
jmahoney@iwintl.org

IRON WORKERS NO. 40 (Manhattan, The Bronx & Staten Island)

451 Park Avenue South

New York, NY 10016

Phone: (212) 889-1320

Fax: (212) 779-3267

Business Manager: Bob Walsh

IRON WORKERS NO. 361 (Brooklyn & Queens)

89-19 97th Avenue

Ozone Park, NY 11416

Phone: (718) 322-1016/17

Fax: (718) 322-1053

Business Manager: Matthew Chartrand

LABORERS LOCAL NO. 78

ASBESTOS & LEAD ABATEMENT

30 Cliff Street

New York, New York 10038

Phone: (212) 227-4803

Fax: (212) 406-1800

Business Manager: Edison Severino

LABORERS, CONSTRUCTION AND

GENERAL BUILDING NO. 79

520 8th Avenue

New York, NY 10018

Phone: (212) 465-7900

Fax: (212) 465-7903

Business Manager: Michael Prohaska

LABORERS NO. 731

34-11 35th Avenue

Astoria, NY 11106

(718) 706-0720

Business Manager: Joseph D'Amato

LATHERS METAL

LOCAL NO. 46

1322 Third Avenue

New York, NY 10021

Phone: (212) 737-0500

Fax: (212) 249-1226

Business Manager: Terrance Moore

MASON TENDERS DIST. COUNCIL

520 8th Avenue
New York, NY 10018
Phone: (212) 452-9400
Fax: (212) 452-9499
Business Manager: Robert Bonanza

METAL POLISHERS

LOCAL UNION NO. 8A-28A

36-18 33rd Street 2nd Fl.
Long Island City, NY 11106
Phone: (718) 361-1770
Fax: (718) 361-1934
Business Manager: Hector Lopez

MILLWRIGHT AND MACHINERY

ERECTORS LOCAL NO. 740

89-07 Atlantic Avenue
Woodhaven, NY 11412
Phone: (718) 849-3636
Fax: (718) 849-0070
Business Manager: Joseph Geiger

ORNAMENTAL IRON WORKERS

NO. 580

501 West 42nd Street
New York, NY 10036
Phone: (212) 594-1662
Fax: (212) 564-2748
Business Manager: Pete Myers

PAINTERS DISTRICT

COUNCIL NO. 9

45 West 14th Street
New York, NY 10011
Phone: (212) 255-2950
Fax: (212) 255-1151
Business Manager: Joseph Azzopardi

PAINTERS STRUCTURAL STEEL

NO. 806

40 West 27th Street
New York, New York 10001
Phone: (212) 447-1838/0149
Fax: (212) 545-8386
Business Manager: Angelo Serse

**PAVERS & ROAD BUILDERS
DISTRICT COUNCIL NO. 1**

136-25 37th Avenue, Suite 502
Flushing, NY 11354
Phone: (718) 886-3310
Business Manager: Keith Lozcalzo

PLASTERS LOCAL UNION NO. 262

2241 Conner Street
Bronx, NY 10466
Phone: (718) 547-5440
Fax: (718) 547-5435
Business Manager: Michael Hubler

PLUMBERS NO. 1

158-29 Cross Bay Boulevard
Howard Beach, NY 11414
Phone: (718) 738-7500
Fax: (718) 835-0896
Business Manager: John Murphy

**PRIVATE SANITATION
LOCAL NO. 813**

45-18 Court Square, Suite 600
Long Island City, NY 11101
Phone: (718) 937-7010 ext. 244
Fax: (718) 937-7003
Business Manager: Sean Campbell

ROOFERS & WATERPROOFERS NO. 8

12-11 43rd Avenue
Long Island City, NY 11101
Phone: (718) 361-1169
Fax (718) 361-8330
Business Manager: Nick Siciliano

**SHEET METAL WORKERS
LOCAL NO. 28**

MANHATTAN OFFICE
500 Greenwich Street
New York, NY 10013
Phone: (212) 941-7700
Fax: (212) 226-0304
Business Manager: Kevin Connors

**SHEET METAL WORKERS
LOCAL 137**

21-42 44th Drive
Long Island City, NY 11101
Phone: (718) 937-4514
Fax: (718) 937-4113
Business Manager: Dante Dano

**STEAMFITTERS LOCAL UNION
NO. 638**

32-32 48th Avenue
Long Island City, NY 11101
Phone: (718) 392-3420
Fax: (718) 784-7285
Business Manager: Bob Bartels

TEAMSTERS LOCAL UNION 282

2500 Marcus Avenue
Lake Success, NY 11042
Phone: (516) 488-2822
Fax: (516) 488-4895
Business Manager: Tom Gesauldi

TEAMSTERS LOCAL UNION 814

21-42 44th Drive
Long Island City, NY 11101
Phone: (718) 609-6407
Fax: (718) 361-9610
Business Manager: Jason Ide

**TILE, MARBLE & TERRAZO B.A.C.
LOCAL UNION 7**

45-34 Court Square
Long Island City, NY 11101
Phone: (718) 786-7648
Fax: (718) 472-2370
Business Manager: Tom Lane

TIMBERMEN & DOCKBUILDERS LOCAL 1556

395 Hudson Street
New York, NY 10014
Phone: (212) 242-1320
Business Manager: Joseph Geiger

NYC AGENCY RENOVATION & REHAB OF CITY OWNED BUILDINGS/STRUCTURES
PLA

PROJECT LABOR AGREEMENT

COVERING SPECIFIED

**RENOVATION & REHABILITATION
OF CITY OWNED BUILDINGS AND STRUCTURES**

2015 - 2018

NYC AGENCY RENOVATION & REHAB OF CITY OWNED BUILDINGS/STRUCTURES
PLA

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PREAMBLE	1
SECTION 1. PARTIES TO THE AGREEMENT	2
ARTICLE 2 - GENERAL CONDITIONS	3
SECTION 1. DEFINITIONS.....	3
SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE.....	4
SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT	4
SECTION 4. SUPREMACY CLAUSE	4
SECTION 5. LIABILITY	5
SECTION 6. THE AGENCY	6
SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS	6
SECTION 8. SUBCONTRACTING	7
ARTICLE 3-SCOPE OF THE AGREEMENT	7
SECTION 1. WORK COVERED	7
SECTION 2. TIME LIMITATIONS	9
SECTION 3. EXCLUDED EMPLOYEES.....	9
SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES	11
ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT	12
SECTION 1. PRE-HIRE RECOGNITION.....	12

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 2. UNION REFERRAL 12

SECTION 3. NON-DISCRIMINATION IN REFERRALS 14

SECTION 4: MINORITY AND FEMALE REFERRALS 14

SECTION 5. CROSS AND QUALIFIED REFERRALS 16

SECTION 6. UNION DUES 16

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS 16

SECTION 8. ON CALL REPAIR REFERRALS 17

ARTICLE 5- UNION REPRESENTATION 18

SECTION 1. LOCAL UNION REPRESENTATIVE 18

SECTION 2. STEWARDS..... 19

SECTION 3. LAYOFF OF A STEWARD 19

ARTICLE 6- MANAGEMENT’S RIGHTS 20

SECTION 1. RESERVATION OF RIGHTS 20

SECTION 2. MATERIALS, METHODS & EQUIPMENT 20

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS 21

SECTION 1. NO STRIKES-NO LOCK OUT 21

SECTION 2. DISCHARGE FOR VIOLATION 22

SECTION 3. NOTIFICATION..... 22

SECTION 4. EXPEDITED ARBITRATION 23

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION..... 25

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE 25

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 1. SUBJECTS..... 25

SECTION 2. COMPOSITION 25

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE 26

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES..... 26

SECTION 2. LIMITATION AS TO RETROACTIVITY 29

SECTION 3. PARTICIPATION BY AGENCY AND/OR CONSTRUCTION
MANAGER 29

ARTICLE 10 - JURISDICTIONAL DISPUTES 30

SECTION 1. NO DISRUPTIONS..... 30

SECTION 2. ASSIGNMENT 30

SECTION 3. NO INTERFERENCE WITH WORK..... 30

ARTICLE 11 - WAGES AND BENEFITS 31

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE 31

SECTION 2. EMPLOYEE BENEFITS 31

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS,..... 37
SHIFTS AND HOLIDAYS..... 37

SECTION 1. WORK WEEK AND WORK DAY 37

SECTION 2. OVERTIME 38

SECTION 3. SHIFTS 39

SECTION 4. HOLIDAYS..... 40

SECTION 5. SATURDAY MAKE-UP DAYS..... 40

SECTION 6. REPORTING PAY 41

SECTION 7. PAYMENT OF WAGES..... 42

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 8. EMERGENCY WORK SUSPENSION 43

SECTION 9. INJURY/DISABILITY 43

SECTION 10. TIME KEEPING 43

SECTION 11. MEAL PERIOD 43

SECTION 12. BREAK PERIODS 44

ARTICLE 13 - APPRENTICES 44

SECTION 1. RATIOS 44

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY 45

SECTION 1. SAFETY REQUIREMENTS 45

SECTION 2. CONTRACTOR RULES..... 45

SECTION 3. INSPECTIONS 46

ARTICLE 15 - TEMPORARY SERVICES 46

ARTICLE 16 - NO DISCRIMINATION 46

SECTION 1. COOPERATIVE EFFORTS 46

SECTION 2. LANGUAGE OF AGREEMENT 47

ARTICLE 17- GENERAL TERMS 47

SECTION 1. PROJECT RULES..... 47

SECTION 2. TOOLS OF THE TRADE 47

SECTION 3. SUPERVISION..... 48

SECTION 4. TRAVEL ALLOWANCES 48

SECTION 5. FULL WORK DAY..... 48

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 6. COOPERATION AND WAIVER 48

ARTICLE 18. SAVINGS AND SEPARABILITY 49

SECTION 1. THIS AGREEMENT 49

SECTION 2. THE BID SPECIFICATIONS..... 49

SECTION 3. NON-LIABILITY 50

SECTION 4. NON-WAIVER..... 50

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA
CONTRACTS 51

SECTION 1. CHANGES TO AREA CONTRACTS..... 51

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT
NEGOTIATIONS 51

ARTICLE 20 - WORKERS' COMPENSATION ADR 52

SECTION 1 52

ARTICLE 21 - HELMETS TO HARDHATS 52

SECTION 1 52

SECTION 2 52

Project Labor Agreement - - Letter of Assent 96

New York City Building And Construction Trades Council Standards of
Excellence 98

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

**PROJECT LABOR AGREEMENT COVERING SPECIFIED
RENOVATION & REHABILITATION OF NEW YORK CITY OWNED
FACILITIES & 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;

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

(9) 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, 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”) (on behalf of itself) and the signatory affiliated Local Union’s (“Unions” or “Local Unions”). The Council and each signatory Local Union hereby warrants and represents that it has been duly authorized to enter into this Agreement.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties including the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions, are referred to singularly and collectively as “Union(s)” or “Local Unions”; 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; “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); Department of Sanitation (DSNY); the New York City Agency that awards a particular contract subject to this Agreement may be referred to hereafter as the “Agency”; 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; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the [“BCTC” or “Council”]; and the work covered by this Agreement (as defined in Article 3) is referred to as “Program Work.”

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 his 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 appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Program Work, in whole or in part, except that Program Work which falls within the jurisdiction of the Operating

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

Engineers Locals 14 and 15 will be performed under the terms and conditions set out in the Schedule A agreements of Operating Engineers Locals 14 and 15. The Collective Bargaining Agreements 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 Collective Bargaining Agreements 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 Agreement is also covered by a Schedule A Collective Bargaining Agreement, the provisions of this 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 on this Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by the Agency.

SECTION 5. LIABILITY

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Program.

**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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SECTION 8. SUBCONTRACTING

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

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

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 let prior to December 31, 2018. Subject to the foregoing, and the exclusions below, such Program Work shall mean any and all contracts that predominantly involve the renovation, repair, alteration, 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. This Program Work shall also include JOCS contracts, demolition work, site work, asbestos and lead abatement, painting services, carpentry services, and carpet removal and installation, to the extent incidental to such building rehabilitation of City-owned buildings or structures.

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

1. Contracts let and work performed in connection with projects carried over, recycled from, or performed under bids or rebids relating to work that were bid prior to the effective date of this Agreement or after December 31, 2018;
2. Contracts procured on an emergency basis;
3. Contracts that do not exceed \$250,000;
4. Contracts for work on streets and bridges and for the closing or environmental remediation of landfills;
5. Contracts with not-for-profit corporations where the City is not awarding or performing the work performed for that entity;
6. Contracts with governmental entities where the City is not awarding or performing the work performed for that entity;
7. 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;
8. Contracts for installation of information technology that are not otherwise Program Work;
9. Task Orders or Work Orders issued under JOCS or Requirements Contracts that do not exceed \$10,000, and JOCS or Requirements Contracts where the monetary value of such contracts predominantly involves such Task Orders or Work

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

Orders; and

10. Contracts that do not exceed \$1 Million that are awarded pursuant to prequalified lists (PQLs) established by City agencies where entry on to the PQL is restricted to MWBEs, or a combination of MWBEs together with joint ventures which include at least one MWBE, or contractors who agree to subcontract at least 50% of the contract to MWBEs.

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, 2018, 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 (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians,

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Program 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 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

other professional consultants, and such laboratory, testing, inspection or surveying firm;
and

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.

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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 employ and hire craft employees for Program Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area collective bargaining agreements. 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 is unable to 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

B. A Contractor may request by name, and the Local will honor, referral of persons 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 180 calendar days prior to the contract award.

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

C. Notwithstanding Section 2(B), above, certified MWBE contractors for which participation goals are set forth in New York City Administrative Code §6-129, that are not signatory to any Schedule A CBAs, with contracts valued at or under five hundred thousand (\$500,000), may request by name, and the Local will honor, referral of the second (2nd), fourth (4th), sixth (6th), and eighth (8th) 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 180 work days prior to the contract award.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

For such contracts valued at above \$500,000 but less than \$1 million, the Local will honor referrals by name of the second (2nd), fifth (5th), and eighth (8th) employee subject to the foregoing requirements. In both cases, name referrals will thereafter be in accordance with Section 2(B), above.

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

SECTION 3. NON-DISCRIMINATION IN REFERRALS

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

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

In the event a Local Union either fails, or is unable to refer qualified 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

In the event that the City or a City agency determines to adopt local workforce participation goals to be set forth in an Agency's (or, if applicable Construction Manager's) bid specifications, the City and BCTC will work together to seek agreement on appropriate goals to be set forth in applicable bid documents and to be subject to the provisions 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 will acknowledge the Section 3 obligations of the Construction Manager or Contractor, as applicable, and agree to negotiate a method to implement this Article in a manner that would allow the Construction Manager or Contractor to meet its Section 3 obligations to the greatest extent feasible, and to post any required notices in the manner required by Section 3. The parties also acknowledge that the Construction Manager and Contractor 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Program Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represent the craft in which the employee is performing Program Work. No employee shall be discriminated against at any Program Work site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7. 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, 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 Collective Bargaining Agreement prohibits a foreperson from working when the craft persons he is leading exceed a specified number.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SECTION 8. ON CALL REPAIR REFERRALS

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

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

C. In the event that the Contractor makes a request for an on call referral that is compliant with this procedure and a Union is not able to respond to the request, that Union will be deemed to have waived the forty-eight (48) hour referral rule contained in Section 2 above and the Contractor may employ qualified applicants from any other available source that can meet contract requirements for that time sensitive on call repair work only; provided, however, that any work related to the repair work that is not of a time sensitive nature under the contract shall comply with Section 2. If a Union fails to timely refer a worker and the Contractor employs other workers, the Contractor will 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 Work site during such time as bargaining unit work is occurring and subject to otherwise applicable policies pertaining to visitors to the site.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SECTION 2. STEWARDS

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

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

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 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,

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 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 disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

SECTION 2. DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

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

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

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management Committee 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 minority and female employees.

SECTION 2. COMPOSITION

The Committee 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 may mutually designate an

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 address; such information is posted at the Program Work Site if already commenced, and is available in the City Record and Notice to Proceed for projects not already commenced.

Grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the Labor Management Committee (LMC) in the first instance rather than Step 1 below. To be timely, such notice must be given no later than ten days prior to a bid opening if the grievance is challenging a determination by an Agency that the contract is not subject to this Agreement. For other grievances as to contractor 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:

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the 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:

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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, 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 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

(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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Collective Bargaining Agreements 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.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate employees pursuant to Article 4, Section 2 (B) and (C) ("core" employees) 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 Labor Law, may

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

2. A contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to the Agency at the time of contract award a complete set of plan documents for each non-Schedule A benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

D. 1. To the extent consistent with New York City's Procurement Policy Board Rules with respect to prompt payment, as published at www.nyc.gov/ppb, §4-06(e), and in consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"); the Agency agrees that where any such union and/or fringe benefit fund shall notify the Agency, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the Agency, be deemed a payment by the Agency to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other City or non-City project.

2. In addition, where a union or employee benefit fund gives notice to the City that a Contractor is Delinquent as defined in subsection 2(D)(1) above and the City determines that the notice includes appropriate back-up documentation that the Contractor is delinquent, the City will promptly, but not later than twenty (20) days after receipt of the notice, provide a copy of said notice to City Agencies. In the event the City determines there is insufficient back-up documentation, it will notify the appropriate union and/or fringe benefit fund promptly, but not later than twenty (20) days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. Any determination by the City that there is insufficient back-up must be reasonable. This provision is intended to enhance compliance with the prevailing wage

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

law and the PLA 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 be a Delinquent Contractor. Such proof of payment when required is a condition of payment of the Delinquent Contractor's invoices by any entity, including, but not limited to, the City, the relevant Agency(s), Construction Manager, General Contractor, the prime or higher level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The union and the funds shall upon request receive copies of the certified payrolls, cancelled checks, or other proof of payment from the City and/or the relevant Agency(s).

E. In the event the General Contractor or Delinquent Contractor shall notify the Agency as above provided that the claim of the union or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor that the union and/or fringe benefit fund claims to be due it, pending resolution of the dispute pursuant to the union's Schedule A agreement, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS,

SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

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 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 work day must be established at the commencement of the project and may not be altered by the Contractor.

B. In accordance with Program 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 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 (7 ½) hours where such 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts/Saturday and/or Sunday Work - - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the Agency phasing plans on specific projects. There shall be no reduction in shift hour work. With respect to second and third shift work there shall be a 5% shift premium. No other premium or other payments for such work shall be required unless such work is in excess of the employee's regularly scheduled work week, i.e., 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 a classification performing Program Work will be paid at the same wage rate regardless of the shift or work scheduled work, subject only to the foregoing provisions.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 recognized holiday shall be in accordance with the applicable Schedule A.

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

SECTION 5. SATURDAY 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day 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 his 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

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

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

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

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule A 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 work day 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 brassing or other systems to check employees in and out. Each employee must check in and out. 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

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 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. 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 and Helmets to Hardhats.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

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 this 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

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 this 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). There shall be no stacking of trades on temporary services, provided this does not constitute a waiver of primary trade jurisdiction. In the event a temporary system component is claimed by multiple trades, the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 17- GENERAL TERMS

SECTION 1. PROJECT RULES

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

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

SECTION 2. TOOLS OF THE TRADE

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 WORK DAY

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 NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however,

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Program 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

basis, or is otherwise determined to be in violation of law, or may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the Program Work, such requirement (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost). In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Agency and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

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

SECTION 4. NON-WAIVER

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Collective Bargaining Agreements that are the basis for the Schedule A notify the Agency and Construction Manager in writing of the changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

Local Collective Bargaining Agreements 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 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 to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Contractors agree to coordinate with the Program to create and maintain an integrated database of veterans interested in working on this Project and of

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and
effective as of the ___ day of _____, _____

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

BY: _____
Gary LaBarbera
President

FOR NEW YORK CITY

BY:
Anthony Shorris
First Deputy Mayor

APPROVED AS TO FORM:

ACTING CORPORATION COUNSEL
NEW YORK CITY

NYC AGENCY RENOVATION & REHAB OF CITY OWNED
BUILDINGS/STRUCTURES PLA

LIST OF SIGNATORY UNIONS
Boiler Makers Local No. 5
Carpenters District Council
Cement Masons No. 780
Concrete Workers; District Council No. 16
Derrickmen and Riggers, Local Union No. 197
Drywall Tapers 1974, District Council 9
Electrical Workers Local No. 3
Glaziers Local Union No. 1087 District Council 9
Heat & Frost Insulators, Local Union No. 12A
Heat & Frost Insulators, Local Union No. 12
Iron Workers District Council
Iron Workers Local Union No. 40
Iron Workers Local No. 361
Laborers Local No. 78, Asbestos & Lead Abatement
Laborers Local 1010 Pavers and Road Builders District Council
Laborers 79 Construction and General Building Laborers
Laborers Local No. 731 Excavators
Mason Tenders District Council
Metal Lathers Local No. 46
Metal Polishers District Council 9
Ornamental Iron Workers Local No. 580
Painters District Council 9
Plumbers Local No. 1
Painters, Decorators & Wallcoverers District Council 9
Painters Structural Steel No. 806
Plasterers Local Union No. 262
Roofers & Waterproofers Local 8
Steamfitters Local Union No. 638
Sheet Metal Workers Local No. 28
Sheet Metal Workers Local No. 137
Teamsters Local Union No. 282
Teamsters Local Union 814
Teamsters Local No. 813 Private Sanitation
Tile, Marble & Terrazzo B.A.C. Local Union No. 7
Elevator Constructors Union Local No. 1

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SCHEDULE "A"

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.
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers 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
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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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
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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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
Teamsters Local 814	Greater New York Movers and Warehousemen's Bargaining Group
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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association
International Union of Operating Engineers Local 14-14B	Building Contractors Association
International Union of Operating Engineers Local 14-14B	Contractors Association of Greater NY
International Union of Operating Engineers Local 14-14B	GCA
International Union of Operating Engineers Local 14-14B	The Cement League
International Union of Operating Engineers Local 14-14B	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 14-14B	Brick Association
International Union of Operating Engineers Local 14-14B	Independent
International Union of Operating Engineers Local 15	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 15-15A	General Contractors Association
International Union of Operating Engineers Local 15D	General Contractors Association
International Union of Operating Engineers Local 15D	Structural Steel Erectors

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

International Union of Operating Engineers Local 15-15A	Building Contractors Association
International Union of Operating Engineers Local 15D	Building Contractors Association
International Union of Operating Engineers Local 15-15A	Contractors Association of Greater NY
International Union of Operating Engineers Local 15D	Contractors Association of Greater NY
International Union of Operating Engineers Local 15-15A	The Cement League
International Union of Operating Engineers Local 15D	The Cement League

NYC AGENCY RENOVATION & REHAB OF CITY OWNED
BUILDINGS/STRUCTURES PLA

ADDITIONAL PARTICIPATING UNIONS

Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers

ADDITIONAL PARTICIPATING UNION SCHEDULE A

Union	Current Agreement with:
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Associated Brick Masons Contractors
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Building Restoration Contractors Association
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Building Contractors Association
The Stone Setters of Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent
The Plasterers of Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 _____ 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:

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

Dated: _____

(Name of Contractor or subcontractor)

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

(Authorized Officer & Title)

(Address)

(Phone) (Fax)

Contractor's State License

Sworn to before me this
____ day of _____,

Notary Public

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

**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:

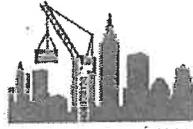
- *Provide a full days work for a full days pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA



BuildSafeNYC Codes of Conduct

BuildSafeNYC establishes that all BTEA member companies and BCTC member unions establish minimum safety standards on all building construction projects in NYC as follows:

1. The workforce shall adhere to the minimum personal protective equipment (PPE) usage to include:
 - a. ANSI compliant Hard Hats (with ratchet suspension) at all times (supplied by employer)
 - b. Construction-type Work Boots at all times
 - c. Long Pants and shirts with at least short sleeves at all times (no shorts or tank tops)
 - d. ANSI compliant Eye Protection in their possession and used as needed (supplied by employer)
 - e. Adequate Hearing Protection in their possession and used as needed (supplied by employer)
 - f. High-vis traffic vests at street level and when around heavy equipment (supplied by employer)
2. CM and Subcontractor management shall implement a fair and consistent disciplinary policy for all site personnel regarding the adherence to site safety rules and requirements. Likewise, a joint labor / management team will periodically assess project wide implementation of these Codes.
3. CM firms shall maintain minimum standards for workforce restroom, hygiene facilities and housekeeping, initially and throughout the duration of the project.
4. All personnel shall adhere to a strict policy against drug and alcohol possession and use on sites and during hours of work.
5. All personnel shall attend a site safety orientation prior to beginning work. Worker certifications of safety training for specific tasks such as fire watch, flagmen, and safety attendant must be verified.
6. No cell phones, portable media devices, radios or other devices that limit hearing and attention shall be used while working on sites.
7. Ground Fault Circuit Interrupters (GFCI) will be used on all power tools and extension cords.
8. Union trade representatives shall participate in a regularly scheduled site safety meeting on all projects regardless of size.
9. Extreme effort shall be made to isolate the public from all construction activity. Specifically, systems shall be put in place to control falling materials and pedestrian exposure. This should be a top priority for the entire project workforce.
10. Workers shall honor security access control systems to establish entry to sites by authorized personnel only, where applicable.
11. Fall protection management shall be a top project priority. Workers shall maintain and use necessary fall protection systems and procedures where appropriate. Engineering controls and work methods which eliminate, guard, or otherwise control fall hazards shall take priority over personal fall arrest system usage.
12. Where hazardous materials are present, projects shall implement efforts to communicate and control potential exposure to the workforce.

With Full Support and Endorsement of:

Joseph Colitti
 Louis J. Colitti, President & CEO
 Building Trades Employers Association
BTEANYC The Union of
 Building Trades Employers' Associations

Edward J. Malloy
 Edward J. Malloy, President
 Building and Construction Trades Council



<p><i>James Abadio</i> Bowls Construction Plaza Construction 347-41 37 60 T 10 11</p>	<p><i>John J. DiStasio</i> Turner Construction Gotham Construction</p>	<p><i>Michael J. ...</i> Skanska USA Building Group Skanska USA Building Group Skanska USA Building Group</p>	<p><i>David ...</i> Trade Unions: Local 15 Local 20 Local 21 Local 22 Local 23 Local 24 Local 25 Local 26 Local 27 Local 28 Local 29 Local 30 Local 31 Local 32 Local 33 Local 34 Local 35 Local 36 Local 37 Local 38 Local 39 Local 40 Local 41 Local 42 Local 43 Local 44 Local 45 Local 46 Local 47 Local 48 Local 49 Local 50 Local 51 Local 52 Local 53 Local 54 Local 55 Local 56 Local 57 Local 58 Local 59 Local 60 Local 61 Local 62 Local 63 Local 64 Local 65 Local 66 Local 67 Local 68 Local 69 Local 70 Local 71 Local 72 Local 73 Local 74 Local 75 Local 76 Local 77 Local 78 Local 79 Local 80 Local 81 Local 82 Local 83 Local 84 Local 85 Local 86 Local 87 Local 88 Local 89 Local 90 Local 91 Local 92 Local 93 Local 94 Local 95 Local 96 Local 97 Local 98 Local 99 Local 100</p>
--	--	--	---

THIS PAGE INTENTIONALLY LEFT BLANK

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

INFORMATION FOR BIDDERS

December 2013

THIS PAGE INTENTIONALLY LEFT BLANK

INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his 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, if used, 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 at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. 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 Attachment 1.

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 Attachment 1.

(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 he finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

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 Attachment 1, 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 his option, may ask to be relieved of his 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.

(D) 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. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.

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)669-2797.

26. Bid. Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1. 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 Attachment 1. 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 Attachment 1. 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 202-512-1800; (2) through the Internet at <http://www.fms.treas.gov/c570/index.html>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(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 his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. 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 Bid Booklet.

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 Form, 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 on page 2 of the Bid Booklet.

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.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

- I. POLICY ON SITE SAFETY
- II. PURPOSE
- III. DEFINITIONS
- IV. RESPONSIBILITIES
- V. SAFETY QUESTIONNAIRE
- VI. SAFETY PROGRAM AND SITE SAFETY PLAN
- VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW
- VIII. EVALUATION DURING WORK IN PROGRESS
- IX. SAFETY PERFORMANCE EVALUATION

THIS PAGE INTENTIONALLY LEFT BLANK

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 jobsites must, at a minimum, comply with applicable federal, state and city laws, rules and regulations, including without limitation:

- ❑ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- ❑ New York City Construction Codes, Title 28
- ❑ NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- ❑ New York State Department of Labor Industrial Code Rule 16 NYCRR Part 753
- ❑ Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- ❑ Manual on Uniform Traffic Control Devices (MUTCD)
- ❑ Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

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 hazard, 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 shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the 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.

Construction Safety Auditor: A representative of the QA&CS Construction Safety Unit 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 surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Construction Safety Unit: A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

Contractor: For purposes of these Safety Requirements, the term "Contractor" shall mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" shall 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 meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

Director - Quality Assurance and Construction Safety (QA&CS): Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

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 and trenching and shoring, 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 shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

Project Safety Manager: A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor's Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum.

A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

QA&CS – Quality Assurance and Construction Safety of the New York City Department of Design and Construction.

Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a Construction Management firm, retained by DDC)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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 NYC Construction Codes – Title 28, the Contractor shall provide a Site Safety Manager with a Site Safety Manager License issued by the NYC Department of Building.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety procedures and training appropriate and

necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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 documented 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.

Work: The construction required by the 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.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall 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. DDC or CM Resident Engineer / Construction Project Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meetings and daily safety job briefings.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.
- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that 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.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

B. Contractors

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work tasks and hazard control methods. A written JHA shall be available at the site for reference and included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- 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 weekly safety meetings and daily job briefing sessions for the duration of the project. Documentation to be provided to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and Project Safety Manager, shall be available upon request. DDC reserves the right to request that the Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor 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 and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.
- 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.).
- Report unsafe or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. 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.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address DDC recommendations on safety, which shall 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 must 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 must 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 safety program and site safety plan submittals; etc.)
- Criteria 6: OSHA violation history for the last three (3) years;
- Criteria 7: Contractor shall 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 Construction Safety Unit 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. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Site Safety Plan shall 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 Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the Contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

Safety Program: Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization – Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program – Contractor's corporate training program.
- Hazard Corrective Actions – Criteria for safety inspections, identification of safety non-compliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries – Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) – Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools – Hand and Power
- Signs, Signals, and Barricades

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- Scaffold – Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.
- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders
- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program – General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

Site Safety Plan: The Site Safety Plan shall be a written document and shall apply to all project specific Contractor and subcontractor operations, and shall have at a minimum, the following elements with each element 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):

- Project Work Scope – Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization – Contractor’s organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- 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.
- Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions – Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation – Accident/incident notification procedure of DDC project staff. Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program – Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- 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.
- Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.

- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal – Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades – Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold – Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.
- 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, FDNY certificate requirements.
- Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan.
- 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.
- Excavation Safety – Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan – Project specific MPT plan, flagmen training.
- Steel Erection – Site specific erection plan, requirements for applicable written notifications; competent person.
- 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.
- Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances – Safety procedures for substances to be used on project.
- Noise Mitigation Plan – Completed project specific Noise Mitigation Plan.
- Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site.
- Dust Mitigation Plan – Completed project specific Dust Mitigation Plan.

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 must conduct a site and task assessment JHA to identify the major job steps 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 shall be communicated to all contractor/subcontractor personnel on site.

The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by QA&CS 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 Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (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 – QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, 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 to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents 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/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified 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 shall be a reason to rate a Contractor unsatisfactory which may be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

NOTICE TO BIDDERS

The City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is different from the 2013 version previously used by the City. Some of the significant changes are listed below. In addition, this March 2017 version incorporates the Insurance Rider (Articles 22.1.1(c) and 22.3.3), the Paid Sick Leave Law Contract Rider (Article 35.5), and the Hiring and Employment Rider: HireNYC and Reporting Requirements (Article 35.6). This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document if there are any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

- **ARTICLE 11 - DAMAGES CAUSED BY DELAYS:** Article 11 no longer provides for agencies to make determinations on claims for damages for delay or make payments for those claims through a change order. Instead claims will be submitted to the Comptroller in accordance with the standards in the Contract. The revised Article 11 also sets forth additional detail of what delay costs are compensable and how they are to be calculated.
- **ARTICLE 12 - COORDINATION WITH OTHER CONTRACTORS:** The March 2017 version revises Article 12.3 concerning the Engineer's failure to issue directions to an Other Contractor.
- **ARTICLE 14 - COMPLETION AND FINAL ACCEPTANCE OF THE WORK:** The March 2017 version clarifies Article 14.2.2 concerning the dates to complete punch list work.
- **ARTICLE 30 - NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS:** The March 2017 version clarifies the relationship between the requirements in Article 30.1 concerning when the contractor must submit notice and documentation of claims for delay damages, extra work, and other claims and the requirements that are set forth in Articles 11 and 27.
- **ARTICLE 56 - CLAIMS AND ACTIONS THEREON:** The March 2017 version revises Article 56.2.2 concerning the time to commence an action arising out of the Commissioner's exercise of his/her right to complete punch list or unsatisfactory work.
- **ARTICLE 78 - EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS:** The March 2017 version adds a new Article 78 requiring pre-bid viewing of the site and allowing the contractor to obtain a change order for extra work due to changed subsurface conditions.

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

March 2017

(NO TEXT ON THIS PAGE)

*CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT*

TABLE OF CONTENTS

CHAPTER I: THE CONTRACT AND DEFINITIONS	1
ARTICLE 1. THE CONTRACT	1
ARTICLE 2. DEFINITIONS	1
CHAPTER II: THE WORK AND ITS PERFORMANCE.....	4
ARTICLE 3. CHARACTER OF THE WORK.....	4
ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION	4
ARTICLE 5. COMPLIANCE WITH LAWS.....	5
ARTICLE 6. INSPECTION	10
ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION	11
CHAPTER III: TIME PROVISIONS	12
ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK	12
ARTICLE 9. PROGRESS SCHEDULES.....	13
ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL	13
ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY	14
ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS.....	18
ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE	19
ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK	21
ARTICLE 15. LIQUIDATED DAMAGES	23
ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION	23
CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS	24
ARTICLE 17. SUBCONTRACTS.....	24
ARTICLE 18. ASSIGNMENTS	26
CHAPTER V: CONTRACTOR’S SECURITY AND GUARANTEE	26
ARTICLE 19. SECURITY DEPOSIT	26
ARTICLE 20. PAYMENT GUARANTEE.....	27
ARTICLE 21. RETAINED PERCENTAGE.....	29
ARTICLE 22. INSURANCE.....	30
ARTICLE 23. MONEY RETAINED AGAINST CLAIMS	36
ARTICLE 24. MAINTENANCE AND GUARANTY	37
CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM	38
ARTICLE 25. CHANGES.....	38
ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK	38
ARTICLE 27. RESOLUTION OF DISPUTES.....	41
ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS.....	45
ARTICLE 29. OMITTED WORK.....	46
ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS	46
CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER	48
ARTICLE 31. THE RESIDENT ENGINEER.....	48
ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER.....	48
ARTICLE 33. THE COMMISSIONER	48
ARTICLE 34. NO ESTOPPEL	49
CHAPTER VIII: LABOR PROVISIONS.....	49
ARTICLE 35. EMPLOYEES	49
ARTICLE 36. NO DISCRIMINATION	57
ARTICLE 37. LABOR LAW REQUIREMENTS.....	59

ARTICLE 38. PAYROLL REPORTS.....	64
ARTICLE 39. DUST HAZARDS	64
CHAPTER IX: PARTIAL AND FINAL PAYMENTS	65
ARTICLE 40. CONTRACT PRICE	65
ARTICLE 41. BID BREAKDOWN ON LUMP SUM.....	65
ARTICLE 42. PARTIAL PAYMENTS.....	65
ARTICLE 43. PROMPT PAYMENT.....	66
ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT.....	66
ARTICLE 45. FINAL PAYMENT.....	67
ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT.....	68
ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION.....	69
CHAPTER X: CONTRACTOR’S DEFAULT	69
ARTICLE 48. COMMISSIONER’S RIGHT TO DECLARE CONTRACTOR IN DEFAULT	69
ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT	71
ARTICLE 50. QUITTING THE SITE.....	71
ARTICLE 51. COMPLETION OF THE WORK.....	71
ARTICLE 52. PARTIAL DEFAULT	71
ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK	72
ARTICLE 54. OTHER REMEDIES.....	72
CHAPTER XI: MISCELLANEOUS PROVISIONS	72
ARTICLE 55. CONTRACTOR’S WARRANTIES.....	72
ARTICLE 56. CLAIMS AND ACTIONS THEREON.....	73
ARTICLE 57. INFRINGEMENT	73
ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES.....	74
ARTICLE 59. SERVICE OF NOTICES	74
ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT.....	74
ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED	74
ARTICLE 62. TAX EXEMPTION	74
ARTICLE 63. INVESTIGATION(S) CLAUSE.....	76
ARTICLE 64. TERMINATION BY THE CITY	78
ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE	80
ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT	81
ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM	82
ARTICLE 68. ANTITRUST	82
ARTICLE 69. MACBRIDE PRINCIPLES PROVISIONS	83
ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB	85
ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS.....	85
ARTICLE 72. CONFLICTS OF INTEREST.....	85
ARTICLE 73. MERGER CLAUSE	85
ARTICLE 74. STATEMENT OF WORK.....	85
ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR	85
ARTICLE 76. ELECTRONIC FUNDS TRANSFER.....	85
ARTICLE 77. RECORDS RETENTION	86
ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS.....	86

**ARTICLE 79: PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES IN CITY PROCUREMENT87**

SIGNATURES95

ACKNOWLEDGMENT BY CORPORATION96

ACKNOWLEDGMENT BY PARTNERSHIP.....96

ACKNOWLEDGMENT BY INDIVIDUAL96

ACKNOWLEDGMENT BY COMMISSIONER97

AUTHORITY98

COMPTROLLER’S CERTIFICATE98

MAYOR’S CERTIFICATE99

PERFORMANCE BOND #1100

PERFORMANCE BOND #2.....104

PAYMENT BOND108

(NO TEXT ON THIS PAGE)

WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

2.1.5 **“City”** shall mean the City of New York.

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

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

2.1.8 **“Comptroller”** shall mean the Comptroller of the City of New York.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

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

5.4.3 Best Available Technology

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

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

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

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

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

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

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

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

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

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

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

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

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

11.4 Compensable Delays

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

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

- 11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.
- 11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.
- 11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**.
- 11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

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

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

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

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

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

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

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

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

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

11.7 Recoverable Costs

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

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

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

- 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
- 11.7.1.4 Additional insurance and bond costs;
- 11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project**-specific storage, field office utilities and telephone, and field office consumables;
- 11.7.1.6 Labor escalation costs based on actual costs;
- 11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;
- 11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and
- 11.7.1.9 Extended home office overhead calculated based on the following formula:
 - (1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);
 - (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
 - (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
 - (4) Multiply the result of item (3) by 7.25% for the total profit; and
 - (5) The total extended home office overhead will be the total of items (3) and (4).

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

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

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

- 11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

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

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

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original total bid price;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9 Analysis and Approval of Time Extensions:

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

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

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

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

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

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

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

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

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

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

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

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

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

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

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

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

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

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

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

ARTICLE 15. LIQUIDATED DAMAGES

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

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

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

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

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

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

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

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

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. ASSIGNMENTS

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

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

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

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

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

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

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

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

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

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

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

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

ARTICLE 20. PAYMENT GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21. RETAINED PERCENTAGE

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

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

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

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

ARTICLE 22. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.1.7 Marine Insurance:

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

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

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

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

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

22.2 General Requirements for Insurance Coverage and Policies:

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

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

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

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

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

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

22.3 Proof of Insurance:

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

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

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

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

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **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.² Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

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

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

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

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

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

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

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

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

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

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

- illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
- iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 PSSL. 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 PSSL 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 PSSL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSSL, 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 PSSL 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 PSSL 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 PSSL 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 PSLI 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 PSLI may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including “Hire-on-the-Spot” events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor’s** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **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,⁶ as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 37. LABOR LAW REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 38. PAYROLL REPORTS

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

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

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

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

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

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

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

ARTICLE 39. DUST HAZARDS

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

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

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

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

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

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

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

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

ARTICLE 42. PARTIAL PAYMENTS

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

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

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

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

ARTICLE 43. PROMPT PAYMENT

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

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

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

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

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

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

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

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

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

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

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

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

44.1.2 A Final Approved Punch List.

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

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

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

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

ARTICLE 45. FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

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

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

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

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

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

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

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

CHAPTER X: CONTRACTOR'S DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

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

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

ARTICLE 50. QUITTING THE SITE

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

ARTICLE 51. COMPLETION OF THE WORK

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

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

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

ARTICLE 52. PARTIAL DEFAULT

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

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

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

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

ARTICLE 54. OTHER REMEDIES

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

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

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

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

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

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

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

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

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

ARTICLE 56. CLAIMS AND ACTIONS THEREON

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

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

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

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

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

ARTICLE 57. INFRINGEMENT

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

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

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

ARTICLE 59. SERVICE OF NOTICES

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

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

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

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

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

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

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

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term “entity” as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term “member” as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**’ written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations (“DOI”) of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City’s** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or 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.

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**

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE 1. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter “Section 6-129”). 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. 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 I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I 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 New York City Department of Small Business Services 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 II (see Pages 2-4) 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; and (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. 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 II (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 nonresponsive.

(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 II (see Pages 2-4) 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; and (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. 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 II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). 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 multiyear 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 MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where 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 III (Page 5) 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 poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted 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 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.

13. 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.

14. 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 an **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 an **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.

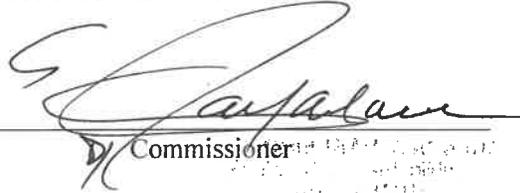
6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or 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 VENDEX as caution data.

Deputy

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: 
Commissioner

CONTRACTOR:

By: 
(Member of Firm or Officer of Corporation)

Title: PRESIDENT

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

Secretary

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 28 day of DEC, 2017, before me personally came Kanti Bhandari to me known who, being by me duly sworn did depose and say that he resides at 376 Summit St Norwood NJ 07448 that he is the PRESIDENT OF NEELAM CONST CORP 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.

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

Brenda A Barreiro
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT 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

ACKNOWLEDGEMENT 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

Deputy
✓

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 3rd day of Jan, 2018, before me personally came Eric Macfarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Brenda A Barreiro

Notary Public or Commissioner of Deeds

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

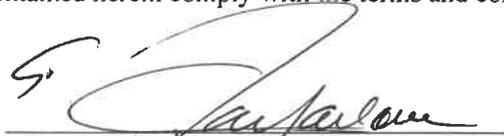
eight million, nine hundred, nineteen thousand, six hundred thirty-one

Dollars (\$ 8,919,631.00)

is chargeable to the fund of the Department of Design and Construction entitled Code

Department of Design and Construction

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



Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

MAYOR'S CERTIFICATE OR
CERTIFICATE OF THE DIRECTOR
OF THE BUDGET

Performance Bond #1 (Pages 100 to 103): 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)

PERFORMANCE BOND #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

Performance Bond #1 (Pages 100 to 103): 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 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 100 to 103): 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 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)

Principal (L.S.)

By: _____
(Seal) Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #1 (Pages 100 to 103): 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.m.

PERFORMANCE BOND #1 (Page 4)

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 _____

_____ ; 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932	CONTACT NAME: Tina Taran PHONE (A/C, No, Ext): 973-377-7000 E-MAIL ADDRESS: tinat@dalegroup.com	FAX (A/C, No): 973-377-4614
	INSURER(S) AFFORDING COVERAGE	
INSURED NEELCON-01 Neelam Construction Corp Kanti Bhandari 163-A Paris Avenue Northvale NJ 07647	INSURER A : Ohio Security Insurance Co NAIC # 24082	
	INSURER B : Lloyds Of London 85202	
	INSURER C : Gemini Insurance Company 10833	
	INSURER D : National Union Fire Ins Co 19445	
	INSURER E : ShelterPoint Life Insurance 81434	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1165787820 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Completed ops GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		VGGP002809	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS1857251124	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		EBU018322950	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B E	Professional/Polli Liab Disability		PGIARK05817 DBL413037	1/19/2017 8/1/2017	1/19/2018 8/1/2018	Occurrence/Aggr 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: (Landmark) Building Envelope Rehabilitation for Regent Family Center FMSID - HH115REGX Pin: 8502017HR0007C
 NYC Department of Design and Construction and City of New York, including its officials and employees are added as an Additional Insured to the General Liability as required by written contract but, only as respects to all covered operations of the Named Insured performed on behalf of the Additional Insured.

CERTIFICATE HOLDER NYC Department of Design and Construction 30-30 Thomson Avenue LIC NY 11101	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. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 222822073
NEELAM CONSTRUCTION CORP
163A PARIS AVE
NORTHVALE NJ 07647



Scan to Validate

POLICYHOLDER NEELAM CONSTRUCTION CORP 163A PARIS AVE NORTHVALE NJ 07647	CERTIFICATE HOLDER NYC-DDC 30-30 THOMSON AVE LONG ISLAND CITY NY 11101
---	--

POLICY NUMBER G1336 916-0	CERTIFICATE NUMBER 132519	POLICY PERIOD 04/01/2017 TO 04/01/2018	DATE 12/12/2017
-------------------------------------	-------------------------------------	--	---------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1336 916-0, 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, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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 POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

KANH BHANDERI, PRESIDENT OF NEELAM CONSTRUCTION CORP

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: 284154092



CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name and Address of Insured (Use street address only) NEELAM CONSTRUCTION CORP</p> <p>KANTI BHANDERI 163-A PARIS AVENUE NORTHVALE, NJ 07647</p>	<p>1b. Business Telephone Number of Insured 201-768-2213</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 222822073</p>
<p>2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder) NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION</p> <p>30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity listed in box "1a": DBL413037</p> <p>3c. Policy effective period: 08/01/2017 to 07/31/2018</p>

4. Policy covers:

- a. All of the employer's employees eligible under the New York Disability Benefits Law
- b. Only the following class or classes of the 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 Benefits insurance coverage as described above.

Date Signed 12/15/2017 By 
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is 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" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
 Worker's Compensation Board**

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
 (Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability 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 benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

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 Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability 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 NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY 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 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 for all employees has been secured as provided by this article.

Performance Bond #2 (Pages 104 to 107): 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, Neelam Construction Corp.

163A Paris Avenue

Northvale, NJ 07647

hereinafter referred to as the "Principal,"

and, Vigilant Insurance Company

150 Allen Road, Suite 203

Basking Ridge, NJ 07920

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 Eight Million Nine Hundred Nineteen Thousand Six Hundred Thirty-One and 00/100

(\$ 8,919,631.00) 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 Building Envelope Rehabilitation for Regents Family Center

2724 Broadway, Manhattan, NY 10032 Solicitation No. HH115REGX

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

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

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

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

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

22nd day of December 20 17

(Seal)

Neelam Construction Corp. (L.S.)
Principal

By:

Kanti Bhandari, President

(Seal)

Surety
Vigilant Insurance Company

By:

Melissa F. Schmidig, Attorney-In-Fact

(Seal)

Surety

By: _____

Surety

(Seal)

By: _____

Surety

(Seal)

By: _____

Surety

(Seal)

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of NJ County of Morris ss:

On this 26th day of December, 2017 before me personally

came Kanti Bhandari

to me known, who, being by me duly sworn did depose and say that he resides

at 316 Summit St Norwood NJ 07648

; that he/she is the 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.

Julsi K Gandhi

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.

RECEIVED
DEPARTMENT OF STATE
WASHINGTON, D.C.
JULY 02 1952

Bond No.: 82450857

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

Neelam Construction Corp.

163A Paris Avenue

Northvale, NJ 07647

hereinafter referred to as the "Principal", and _____

Vigilant Insurance Company

150 Allen Road, Suite 203

Basking Ridge, NJ 07920

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

Eight Million Nine Hundred Nineteen Thousand Six Hundred Thirty-One Dollars and 00/100

(\$ 8,919,631.00) 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

Building Envelope Rehabilitation for Regents Family Center 2724 Broadway, Manhattan, NY 10032

Solicitation No.: HH115REGX

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

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent 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.

ACKNOWLEDGEMENT OF SURETY

STATE OF: NEW JERSEY

COUNTY OF Bergen

On this 22nd day of December, 2017, before me personally appeared, Melissa F. Schmidig known to be the Attorney-In-Fact of Vigilant Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of New Jersey
County of Bergen

DONNA BORNEMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 22, 2020

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION
NEW JERSEY PUBLIC WORKS SURETY BONDS
(pursuant to N.J.S.A. 2A: 44-143)**

Federal Insurance Company, Vigilant Insurance Company and/or Pacific Indemnity Company, surety(ies) on the attached bond, hereby certify(ies) the following:

- The surety(ies) meet(s) the applicable capital and surplus requirements of R.S. 17:17- 6 or R.S. 17:17- 7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2016:

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
Federal Insurance Company	\$ 20,980,068	\$11,423,809,000
Vigilant Insurance Company	\$ 4,500,000	\$ 319,505,000
Pacific Indemnity Company	\$ 5,535,000	\$ 2,926,619,000

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 787 Seventh Avenue, New York, NY 10019, and are included in the Annual Statements on file with the New Jersey Department of Insurance, 20 West State Street, CN- 325, Trenton, NJ 08625-0325.

- Each of the sureties has a current rating from A.M. Best Company of A++ (Superior).
- Each of the sureties has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2016 as follows:

<u>Surety Company</u>	<u>Limitation Per Bond</u>
Federal Insurance Company	\$1,186,080,000
Vigilant Insurance Company	\$ 30,623,000
Pacific Indemnity Company	\$ 293,025,000

- The amount of the bond to which this statement and certification is attached is \$ 8,919,631.00

CERTIFICATE

I, Stephen M. Haney, as Vice President of **Federal Insurance Company**, a corporation domiciled in Indiana, **Vigilant Insurance Company**, a corporation domiciled in New York, and **Pacific Indemnity Company**, a corporation domiciled in Wisconsin, do hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements are false, this bond is voidable.

By:



Stephen M Haney, Vice President

VIGILANT INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2016

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	13,155	Outstanding Losses and Loss Expenses	\$ 77,392
United States Government, State and Municipal Bonds	234,181	Unearned Premiums	18,691
Other Bonds	147,451	Ceded Reinsurance Premiums Payable	63,947
Stocks	2,713	Provision for Reinsurance	130
Other Invested Assets	199	Other Liabilities	28,384
TOTAL INVESTMENTS	397,699	TOTAL LIABILITIES	188,544
Premiums Receivable	94,733	Capital Stock	4,500
Other Assets	15,617	Paid-In Surplus	25,169
		Unassigned Funds	289,836
		SURPLUS TO POLICYHOLDERS	319,505
TOTAL ADMITTED ASSETS	\$ 508,049	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	\$ 508,049

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2016, investments with a carrying value of \$10,612,644 were deposited with government authorities
as required by law.

State, County & City of New York, - ss;

Dawn M. Chloros, Assistant Secretary _____ of the Vigilant Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Vigilant Insurance Company on December 31, 2016 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2016.

Subscribed and sworn to before me
this March 3, 2017.

Jeannette Shipsey

Notary Public

JEANNETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Bornemann, Charles J. Cavadini, James V. Gardella, Paul Matrale and Melissa F. Schmid of Carlstadt, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 15th day of May, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318985
Commission Expires July 18, 2019

[Handwritten Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 22, 2017



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**State of New York
Insurance Department**

Whereas it appears that

VIGILANT INSURANCE COMPANY

Home Office Address New York, New York

Organized under the Laws of New York

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, residual value, gap, prize indemnification and legal services insurance, as specified in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 26(A)(B)(C)(D), 27 and 29 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended), and as authorized by Section 4102(c), insurance of every kind or description outside of the United States, reinsurance of every kind or description.

**In Witness Whereof, I have hereunto set my
hand and affixed the official seal of this
Department at the City of Albany, New
York, this 22nd day of March, 2000.**



Neil D. Levin
Superintendent of Insurance

By *Barbara E. Chelso*
Special Deputy Superintendent

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

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 22nd day of December, 2017.

(Seal)

Neelam Construction Corp. (L.S.)
Principal

By: [Signature]
Kanti Bhandari, President

(Seal)

Vigilant Insurance Company
Surety

By: [Signature]
Melissa F. Schmidig, 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 a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

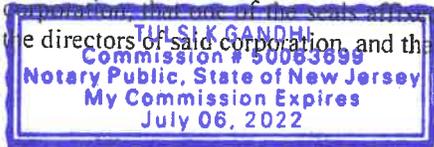
Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NJ County of Morris ss:

On this 26 day of December 2017, before me personally came Kanti Bhandari to me known, who, being by me duly sworn did depose and say that he resides at 316 Summit St Newwood, NJ 07647 that he is the 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.



Tulsik Gandhi
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.

NOTARY PUBLIC
STATE OF NEW YORK
My Comm. Expires
July 01, 2023
JAMES G. SMITH
Commission # 0000000000

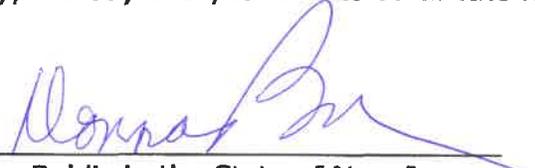
ACKNOWLEDGEMENT OF SURETY

STATE OF: NEW JERSEY

COUNTY OF Bergen

On this 22nd day of December, 2017, before me personally appeared, Melissa F. Schmidig known to be the Attorney-In-Fact of Vigilant Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of New Jersey
County of Bergen

DONNA BORNEMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 22, 2020

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION
NEW JERSEY PUBLIC WORKS SURETY BONDS
(pursuant to N.J.S.A. 2A: 44-143)**

Federal Insurance Company, Vigilant Insurance Company and/or Pacific Indemnity Company, surety(ies) on the attached bond, hereby certify(ies) the following:

1. The surety(ies) meet(s) the applicable capital and surplus requirements of R.S. 17:17- 6 or R.S. 17:17- 7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2016:

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
Federal Insurance Company	\$ 20,980,068	\$11,423,809,000
Vigilant Insurance Company	\$ 4,500,000	\$ 319,505,000
Pacific Indemnity Company	\$ 5,535,000	\$ 2,926,619,000

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 787 Seventh Avenue, New York, NY 10019, and are included in the Annual Statements on file with the New Jersey Department of Insurance, 20 West State Street, CN- 325, Trenton, NJ 08625-0325.

3. Each of the sureties has a current rating from A.M. Best Company of A++ (Superior).
4. Each of the sureties has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2016 as follows:

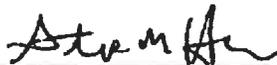
<u>Surety Company</u>	<u>Limitation Per Bond</u>
Federal Insurance Company	\$1,186,080,000
Vigilant Insurance Company	\$ 30,623,000
Pacific Indemnity Company	\$ 293,025,000

5. The amount of the bond to which this statement and certification is attached is \$ 8,919,631.00

CERTIFICATE

I, Stephen M. Haney, as Vice President of **Federal Insurance Company**, a corporation domiciled in Indiana, **Vigilant Insurance Company**, a corporation domiciled in New York, and **Pacific Indemnity Company**, a corporation domiciled in Wisconsin, do hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements are false, this bond is voidable.

By:



Stephen M Haney, Vice President

VIGILANT INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2016

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	13,155	Outstanding Losses and Loss Expenses	\$ 77,392
United States Government, State and Municipal Bonds	234,181	Unearned Premiums	18,691
Other Bonds	147,451	Ceded Reinsurance Premiums Payable	63,947
Stocks	2,713	Provision for Reinsurance	130
Other Invested Assets	199	Other Liabilities	28,384
TOTAL INVESTMENTS	397,699	TOTAL LIABILITIES	188,544
Premiums Receivable	94,733	Capital Stock	4,500
Other Assets	15,617	Paid-In Surplus	25,169
		Unassigned Funds	289,836
		SURPLUS TO POLICYHOLDERS	319,505
TOTAL ADMITTED ASSETS	\$ 508,049	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	\$ 508,049

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2016, investments with a carrying value of \$10,612,644 were deposited with government authorities as required by law.

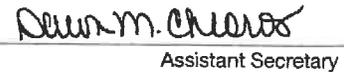
State, County & City of New York, - ss;

Dawn M. Chloros, Assistant Secretary of the Vigilant Insurance Company being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Vigilant Insurance Company on December 31, 2016 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2016.

Subscribed and sworn to before me
this March 3, 2017.


Notary Public

JEANNETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019


Assistant Secretary

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Bornemann, Charles J. Cavadini, James V. Gardella, Paul Matrale and Melissa F. Schmidig of Carlstadt, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 15th day of May, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2019

[Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 22, 2017



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**State of New York
Insurance Department**

Whereas it appears that

VIGILANT INSURANCE COMPANY

Home Office Address New York, New York

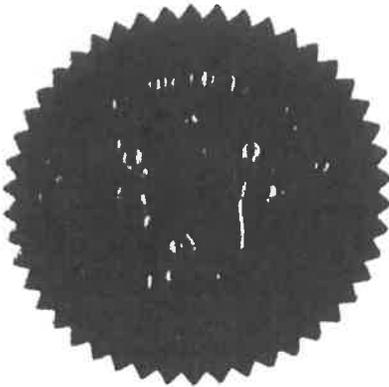
Organized under the Laws of New York

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, residual value, gap, prize indemnification and legal services insurance, as specified in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 26(A)(B)(C)(D), 27 and 29 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended), and as authorized by Section 4102(c), insurance of every kind or description outside of the United States, reinsurance of every kind or description.

**In Witness Whereof, I have hereunto set my
hand and affixed the official seal of this
Department at the City of Albany, New
York, this 22nd day of March, 2000.**



Neil D. Levin
Superintendent of Insurance

By *Barbara E. Chelov*
Special Deputy Superintendent

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

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 employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he 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.

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	3
BOILERMAKER.....	3
BRICKLAYER.....	4
CARPENTER.....	5
CARPENTER - HIGH RISE CONCRETE FORMS	6
CEMENT MASON.....	7
CEMENT AND CONCRETE WORKER.....	7
DERRICKPERSON & RIGGER (STONE).....	8
DOCKBUILDER/PILE DRIVER.....	9
ELECTRICIAN	10
ELEVATOR CONSTRUCTOR.....	12
ELEVATOR REPAIR & MAINTENANCE.....	13
ENGINEER	14
ENGINEER - OPERATING	15
FLOOR COVERER.....	16
GLAZIER	16
HEAT & FROST INSULATOR	17
HOUSE WRECKER.....	18
IRON WORKER - ORNAMENTAL.....	18
IRON WORKER - STRUCTURAL.....	19
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON).....	20
MARBLE MECHANICS	21
MASON TENDER.....	22
METALLIC LATHER.....	23
MILLWRIGHT	23
PAVER AND ROADBUILDER.....	24
PAINTER	24
PAINTER - METAL POLISHER.....	25
PAINTER - STRUCTURAL STEEL.....	26
PLASTERER	26
PLASTERER - TENDER.....	27
PLUMBER	28
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	29
ROOFER.....	30
SHEET METAL WORKER.....	30
SIGN ERECTOR.....	32
STEAMFITTER.....	33
STONE MASON - SETTER.....	34
TAPER.....	35
TILE LAYER - SETTER	35
TIMBERPERSON	36

ASBESTOS HANDLER

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 78% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.25

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.25

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 83% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.25

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 89% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$30.84

Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$31.26

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$32.57
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$33.02

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.29
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$34.78

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$36.03
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$36.56

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$37.76
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$38.32

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$39.51
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$40.09

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$41.22
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$41.84

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.03

Carpenter (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.03

Carpenter (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.03

Carpenter (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.03

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$16.86

Supplemental Benefit Rate per Hour: \$16.20

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$23.16

Supplemental Benefit Rate per Hour: \$16.33

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$29.61

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$16.46

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$37.07

Supplemental Benefit Rate per Hour: \$16.61

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$17.75

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$23.03

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$24.30

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: \$16.96
Supplemental Benefit Rate Per Hour: \$11.80

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: \$22.08
Supplemental Benefit Rate Per Hour: \$16.49

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: \$27.20
Supplemental Benefit Rate Per Hour: \$17.33

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018

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: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.03

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.03

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.03

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.03

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$14.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Overtime Supplemental Rate Per Hour: **\$13.29**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$14.50**

Supplemental Benefit Rate per Hour: **\$12.63**

Overtime Supplemental Rate Per Hour: **\$13.58**

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$15.00**

Supplemental Benefit Rate per Hour: **\$12.88**

Overtime Supplemental Rate Per Hour: **\$13.87**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$15.50**

Supplemental Benefit Rate per Hour: **\$13.14**

Overtime Supplemental Rate Per Hour: **\$14.16**

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$16.00**

Supplemental Benefit Rate per Hour: **\$13.39**

Overtime Supplemental Rate Per Hour: **\$14.44**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$16.50**

Supplemental Benefit Rate per Hour: **\$13.64**

Overtime Supplemental Rate Per Hour: **\$14.73**

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$13.90**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Overtime Supplemental Rate Per Hour: \$15.02

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$17.50**

Supplemental Benefit Rate per Hour: **\$14.15**

Overtime Supplemental Rate Per Hour: \$15.31

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$14.41**

Overtime Supplemental Rate Per Hour: \$15.59

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$18.50**

Supplemental Benefit Rate per Hour: **\$14.66**

Overtime Supplemental Rate Per Hour: \$15.88

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$19.00**

Supplemental Benefit Rate per Hour: **\$14.92**

Overtime Supplemental Rate Per Hour: \$16.17

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$19.50**

Supplemental Benefit Rate per Hour: **\$15.17**

Overtime Supplemental Rate Per Hour: \$16.45

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$20.00**

Supplemental Benefit Rate per Hour: **\$15.43**

Overtime Supplemental Rate Per Hour: \$16.74

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$20.50**

Supplemental Benefit Rate per Hour: **\$15.68**

Overtime Supplemental Rate Per Hour: \$17.03

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$22.00**

Supplemental Benefit Rate per Hour: **\$16.44**

Overtime Supplemental Rate Per Hour: \$17.89

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$22.50**
Supplemental Benefit Rate per Hour: **\$16.70**
Overtime Supplemental Rate Per Hour: **\$18.18**

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: **\$24.00**
Supplemental Benefit Rate per Hour: **\$19.80**
Overtime Supplemental Rate Per Hour: **\$21.30**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$24.50**
Supplemental Benefit Rate per Hour: **\$20.30**
Overtime Supplemental Rate Per Hour: **\$21.84**

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: **\$28.50**
Supplemental Benefit Rate per Hour: **\$22.10**
Overtime Supplemental Rate Per Hour: **\$23.89**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$29.00**
Supplemental Benefit Rate per Hour: **\$22.65**
Overtime Supplemental Rate Per Hour: **\$24.47**

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: **\$29.88**

Effective Period: 3/17/2018 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.35

Elevator (Constructor) - Second Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.31

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.80

Elevator (Constructor) - Third Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.19

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.70

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.07

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.60

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$29.80

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Per Hour: \$31.28

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2017 - 3/16/2018

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$30.23

Effective Period: 3/17/2018 - 6/30/2018

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$31.72

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2017 - 3/16/2018

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Per Hour: \$31.09

Effective Period: 3/17/2018 - 6/30/2018

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Per Hour: \$32.60

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2017 - 3/16/2018

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$31.95

Effective Period: 3/17/2018 - 6/30/2018

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$33.49

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$24.77

Supplemental Benefit Rate per Hour: \$24.62

Engineer - Second Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$30.97**
Supplemental Benefit Rate per Hour: **\$24.62**

Engineer - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$34.06**
Supplemental Benefit Rate per Hour: **\$24.62**

Engineer - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$37.16**
Supplemental Benefit Rate per Hour: **\$24.62**

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$20.85**

Operating Engineer - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$20.85**

Operating Engineer - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$20.85**

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$15.26

Glazier (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$25.36

Glazier (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$28.62

Glazier (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$34.67

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$21.17
Supplemental Benefit Rate per Hour: \$18.54

House Wrecker - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$22.32
Supplemental Benefit Rate per Hour: \$18.54

House Wrecker - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$23.97
Supplemental Benefit Rate per Hour: \$18.54

House Wrecker - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$26.53
Supplemental Benefit Rate per Hour: \$18.54

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$39.40

Iron Worker (Ornamental) - 11 -16 Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.62

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$41.83

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$44.27

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.70

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$26.12
Supplemental Benefit Rate per Hour: \$50.22

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$26.72
Supplemental Benefit Rate per Hour: \$50.22

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$27.32

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$50.22

(Local #40 and #361)

**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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$40.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$40.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$40.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: \$40.63

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Polishers & Finishers - Third 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$21.39**

Supplemental Benefit Rate per Hour: **\$19.65**

Mason Tender - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$22.54**

Supplemental Benefit Rate per Hour: **\$19.65**

Mason Tender - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$24.29**

Supplemental Benefit Rate per Hour: **\$19.70**

Mason Tender - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$26.95**

Supplemental Benefit Rate per Hour: **\$19.70**

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$28.38**

Supplemental Benefit Rate per Hour: **\$10.96**

Metallic Lather (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$32.38**

Supplemental Benefit Rate per Hour: **\$12.96**

Metallic Lather (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$35.38**

Supplemental Benefit Rate per Hour: **\$17.12**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$37.38**

Supplemental Benefit Rate per Hour: **\$17.92**

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$28.33**

Supplemental Benefit Rate per Hour: **\$34.28**

Millwright (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$33.48**
Supplemental Benefit Rate per Hour: **\$37.88**

Millwright (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$38.63**
Supplemental Benefit Rate per Hour: **\$42.13**

Millwright (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$48.93**
Supplemental Benefit Rate per Hour: **\$48.69**

(Local #740)

PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$27.86**
Supplemental Benefit Rate per Hour: **\$19.25**

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$29.50**
Supplemental Benefit Rate per Hour: **\$19.25**

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$17.00
Supplemental Benefit Rate per Hour: \$13.42

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$21.25
Supplemental Benefit Rate per Hour: \$17.43

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$25.50
Supplemental Benefit Rate per Hour: \$20.50

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$34.00
Supplemental Benefit Rate per Hour: \$26.20

(District Council of Painters)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$11.75
Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$13.00
Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$5.13

(Local 8A-28)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$13.59

Plasterer - First Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$14.07

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.04

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.12

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.29

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.37

(Local #530)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$21.39
Supplemental Benefit Rate per Hour: \$19.65

Plasterer Tender - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$22.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$19.65

Plasterer Tender - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$24.29

Supplemental Benefit Rate per Hour: \$19.70

Plasterer Tender - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$26.95

Supplemental Benefit Rate per Hour: \$19.70

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$16.28

Supplemental Benefit Rate per Hour: \$5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$19.28

Supplemental Benefit Rate per Hour: \$6.43

Plumber - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$26.35

Supplemental Benefit Rate per Hour: \$17.10

Plumber - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$28.45

Supplemental Benefit Rate per Hour: \$17.10

Plumber - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$31.30**
Supplemental Benefit Rate per Hour: **\$17.10**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$32.70**
Supplemental Benefit Rate per Hour: **\$17.10**

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$44.77**
Supplemental Benefit Rate per Hour: **\$17.10**

(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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$25.89**
Supplemental Benefit Rate per Hour: **\$13.64**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$28.97**
Supplemental Benefit Rate per Hour: **\$18.15**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$34.12**
Supplemental Benefit Rate per Hour: **\$20.90**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$41.33

Supplemental Benefit Rate per Hour: \$21.60

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.35

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.12

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$23.54

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.70

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.11

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.96

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.07

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.15

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$14.72

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$16.71

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$18.68

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$20.68

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$27.72

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$30.57

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$33.31

Sign Erector - Fourth Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.83

Sign Erector - Fifth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.32

Sign Erector - Sixth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.81

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER
(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 100% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Drywall Taper - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.79

Timberperson - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.79

Timberperson - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.79

Timberperson - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.79

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

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 Labor Law §220 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 contracts.

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 New York State 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 works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works 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 works 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 works contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. 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 www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts 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 <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; 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.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	5
BLASTER	5
BOILERMAKER.....	7
BRICKLAYER.....	8
CARPENTER - BUILDING COMMERCIAL	9
CARPENTER - HEAVY CONSTRUCTION WORK	10
CARPENTER - HIGH RISE CONCRETE FORMS	11
CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST.....	12
CEMENT & CONCRETE WORKER.....	13
CEMENT MASON.....	14
CORE DRILLER	15
DERRICKPERSON AND RIGGER	16
DIVER.....	17
DOCKBUILDER - PILE DRIVER.....	18
DRIVER: TRUCK (TEAMSTER)	19
ELECTRICIAN	21
ELECTRICIAN - ALARM TECHNICIAN.....	24
ELECTRICIAN-STREET LIGHTING WORKER	25
ELEVATOR CONSTRUCTOR	26
ELEVATOR REPAIR & MAINTENANCE	27
ENGINEER	28
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	33
ENGINEER - FIELD (BUILDING CONSTRUCTION)	34
ENGINEER - FIELD (HEAVY CONSTRUCTION)	35
ENGINEER - FIELD (STEEL ERECTION)	36
ENGINEER - OPERATING	37
FLOOR COVERER	45
GLAZIER	46
GLAZIER - REPAIR & MAINTENANCE	47
HEAT AND FROST INSULATOR	48
HOUSE WRECKER	49
IRON WORKER - ORNAMENTAL.....	49
IRON WORKER - STRUCTURAL.....	50
LABORER	51
LANDSCAPING	52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

MARBLE MECHANIC.....	54
MASON TENDER	55
MASON TENDER (INTERIOR DEMOLITION WORKER).....	56
METALLIC LATHER.....	56
MILLWRIGHT	57
MOSAIC MECHANIC.....	58
PAINTER	59
PAINTER - METAL POLISHER.....	60
PAINTER - STRIPER.....	61
PAINTER - STRUCTURAL STEEL.....	62
PAPERHANGER	63
PAVER AND ROADBUILDER.....	64
PLASTERER	66
PLASTERER - TENDER.....	67
PLUMBER	67
PLUMBER (MECHNICAL EQUIPMENT AND SERVICE).....	68
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	69
PLUMBER: PUMP & TANK.....	70
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	71
ROOFER.....	72
SHEET METAL WORKER.....	72
SHEET METAL WORKER - SPECIALTY	73
SHIPYARD WORKER.....	74
SIGN ERECTOR.....	76
STEAMFITTER	76
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER	78
STONE MASON - SETTER.....	80
TAPER.....	81
TELECOMMUNICATION WORKER	82
TILE FINISHER.....	83
TILE LAYER - SETTER	84
TIMBERPERSON	84
TUNNEL WORKER	85
WELDER.....	87

ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$16.45**

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 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)

BLASTER

Blaster

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.27**

Supplemental Benefit Rate per Hour: **\$47.99**

Blaster (Hydraulic)

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$47.15
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$41.29
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$40.46
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$39.34
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Powder Carriers

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$35.17
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$33.81
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$33.00
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$18.22
Supplemental Benefit Rate per Hour: \$47.99

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first two hours of overtime Monday through Friday, the first ten hours, the first ten hours of work on Saturday and for Make-up Time. Double time for all hours over ten Monday through Saturday (except make-up hours) and for all hours worked on Sunday and Holidays.

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

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2017 - 12/31/2017

Wage Rate per Hour: **\$55.23**

Supplemental Benefit Rate per Hour: **\$42.96**

Supplemental Note: For time and one half overtime - \$63.82 For double overtime - \$84.68

Effective Period: 1/1/2018 - 6/30/2018

Wage Rate per Hour: **\$57.17**

Supplemental Benefit Rate per Hour: **\$43.62**

Supplemental Note: For time and one half overtime - \$64.81 For double overtime - \$86.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$55.10

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$31.20**

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.

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

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$46.28**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 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.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.63**

Supplemental Benefit Rate per Hour: **\$49.66**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

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

Carpenter High Rise A

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$41.49**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$39.07**

Supplemental Benefit Rate per Hour: **\$16.65**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$39.46**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$26.00**

Supplemental Note: \$29.50 on Saturdays; \$33.00 on Sundays & Holidays

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

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$18.00**

Supplemental Note: \$19.50 on Saturdays; \$21.00 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$42.62

Supplemental Benefit Rate per Hour: \$38.96

Supplemental Note: For time and one half overtime - \$48.21; For double overtime - \$57.46

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.

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 an off shift day, (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. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$38.82**

Supplemental Benefit Rate per Hour: **\$24.66**

Core Driller Helper

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$30.96**

Supplemental Benefit Rate per Hour: **\$24.66**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$27.86**

Supplemental Benefit Rate per Hour: **\$24.66**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$24.77**

Supplemental Benefit Rate per Hour: **\$24.66**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$21.67**

Supplemental Benefit Rate per Hour: **\$24.66**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. 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 seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.86**

Supplemental Benefit Rate per Hour: **\$51.40**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$52.82 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$40.29**

Supplemental Benefit Rate per Hour: **\$39.23**

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. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$66.66**

Supplemental Benefit Rate per Hour: **\$49.66**

Diver Tender (Marine)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.34**

Supplemental Benefit Rate per Hour: **\$49.66**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

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

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.63**

Supplemental Benefit Rate per Hour: **\$49.66**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.18**

Supplemental Benefit Rate per Hour: **\$44.79**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.94; at double time rate - \$26.58

Driver - Tractor Trailer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.22**

Supplemental Benefit Rate per Hour: **\$45.40**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$17.55; at double time rate - \$23.40

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.78**

Supplemental Benefit Rate per Hour: **\$45.40**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$17.55 at double time rate - \$23.40

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

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$38.40

Supplemental Benefit Rate per Hour: \$42.12

Supplemental Note: Over 40 hours worked: time and one half rate \$15.99, double time rate \$21.33

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar 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).

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

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$54.35**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$55.72**

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

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$84.00**

Supplemental Benefit Rate per Hour: **\$57.86**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$84.00**

Supplemental Benefit Rate per Hour: **\$59.23**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$65.71**

Supplemental Benefit Rate per Hour: **\$61.94**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$65.71**

Supplemental Benefit Rate per Hour: **\$63.52**

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

Effective Period: 7/1/2017 - 5/9/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$98.57**
Supplemental Benefit Rate per Hour: **\$66.05**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$98.57**
Supplemental Benefit Rate per Hour: **\$67.64**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: **\$73.60**
Supplemental Benefit Rate per Hour: **\$68.33**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$73.60**
Supplemental Benefit Rate per Hour: **\$70.09**

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

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: **\$110.40**
Supplemental Benefit Rate per Hour: **\$72.95**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$110.40**
Supplemental Benefit Rate per Hour: **\$74.70**

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on a holiday.

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

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

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 \$25.67 and effective 5/10/18 \$25.92.

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: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$28.50**

Supplemental Benefit Rate per Hour: **\$22.10**

First and Second Year "M" Wage Rate Per Hour: **\$24.00**

First and Second Year "M" Supplemental Rate: **\$19.80**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$22.65**

First and Second Year "M" Wage Rate Per Hour: **\$24.50**

First and Second Year "M" Supplemental Rate: **\$20.30**

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: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$42.75**

Supplemental Benefit Rate per Hour: **\$23.89**

First and Second Year "M" Wage Rate Per Hour: **\$36.00**

First and Second Year "M" Supplemental Rate: **\$21.30**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$24.47**

First and Second Year "M" Wage Rate Per Hour: **\$36.75**

First and Second Year "M" Supplemental Rate: **\$21.84**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Holidays

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

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

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

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

Alarm Technician

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$32.40**

Supplemental Benefit Rate per Hour: **\$16.10**

Supplemental Note: \$14.60 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 8:00 A.M.

Vacation

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

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

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2017 - 5/15/2018
Wage Rate per Hour: **\$56.00**
Supplemental Benefit Rate per Hour: **\$56.26**

Effective Period: 5/16/2018 - 6/30/2018
Wage Rate per Hour: **\$56.00**
Supplemental Benefit Rate per Hour: **\$57.63**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2017 - 5/15/2018
Wage Rate per Hour: **\$41.54**
Supplemental Benefit Rate per Hour: **\$41.02**

Effective Period: 5/16/2018 - 6/30/2018
Wage Rate per Hour: **\$42.16**
Supplemental Benefit Rate per Hour: **\$42.19**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2017 - 5/16/2018

Wage Rate per Hour: **\$35.58**

Supplemental Benefit Rate per Hour: **\$36.89**

Effective Period: 5/17/2018 - 6/30/2018

Wage Rate per Hour: **\$36.11**

Supplemental Benefit Rate per Hour: **\$37.93**

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

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

Overtime Holidays

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

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

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2017 - 3/16/2018

Wage Rate per Hour: **\$62.64**

Supplemental Benefit Rate per Hour: **\$34.25**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2018 - 6/30/2018

Wage Rate per Hour: **\$64.48**

Supplemental Benefit Rate per Hour: **\$35.85**

Overtime Description

For New Construction: work performed after 7 or 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.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2017 - 3/16/2018

Wage Rate per Hour: **\$49.14**

Supplemental Benefit Rate per Hour: **\$34.11**

Effective Period: 3/17/2018 - 6/30/2018

Wage Rate per Hour: **\$50.49**

Supplemental Benefit Rate per Hour: **\$35.71**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$67.32**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$107.71**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$65.31**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$104.50**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$61.93**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$99.09**

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$65.00**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$104.00**

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$85.53**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$136.85**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.73**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$68.37**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$43.86**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$70.18**

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$58.57**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$93.71**

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$40.36**

Supplemental Benefit Rate per Hour: **\$36.87**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: \$66.34 on overtime
Shift Wage Rate: **\$64.58**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$61.13**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$97.81**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$57.21**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$91.54**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$43.54**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$69.66**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

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

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$58.30**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.28**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$55.42**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Engineer - Building Work Oilers II

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

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$41.16**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 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
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

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$38.18**
Supplemental Benefit Rate per Hour: **\$20.15**
Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

Instrument Person

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$31.47**
Supplemental Benefit Rate per Hour: **\$20.15**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

Rodperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$27.24

Supplemental Benefit Rate per Hour: \$20.15

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 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)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$60.10

Supplemental Benefit Rate per Hour: \$32.15

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$46.69

Supplemental Benefit Rate per Hour: \$32.15

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$30.20**

Supplemental Benefit Rate per Hour: **\$32.15**

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 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)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$70.25**

Supplemental Benefit Rate per Hour: **\$34.18**

Supplemental Note: Overtime benefit rate - \$47.82 per hour (time & one half), \$61.46 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$51.64**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$34.18**

Supplemental Note: Overtime benefit rate - \$47.82 per hour (time & one half), \$61.46 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$43.37**

Supplemental Benefit Rate per Hour: **\$34.18**

Supplemental Note: Overtime benefit rate - \$47.82 per hour (time & one half), \$61.46 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)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$63.64**

Supplemental Benefit Rate per Hour: **\$33.04**

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$49.59**

Supplemental Benefit Rate per Hour: **\$33.04**

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$33.20**

Supplemental Benefit Rate per Hour: **\$33.04**

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 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)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

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

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$76.60**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$122.56**

Operating Engineer - Road & Heavy Construction II

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$79.28**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$126.85**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$81.80**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$130.88**

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$79.85**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$127.76**

Operating Engineer - Road & Heavy Construction V

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

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$78.29**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$125.26**

Operating Engineer - Road & Heavy Construction VI

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

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$74.42**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$119.07**

Operating Engineer - Road & Heavy Construction VII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$60.22**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$96.35**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.88**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$58.92**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$70.79**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$113.26**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$65.12**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$104.19**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.73**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$81.17**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$75.19**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$120.30**

Operating Engineer - Road & Heavy Construction XIII

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

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$72.84**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$116.54**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$69.67**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$111.47**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.18**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$75.49**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$66.56**

Supplemental Benefit Rate per Hour: **\$31.10**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$106.50**

Operating Engineer - Road & Heavy Construction XVII

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

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$67.07**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$107.31**

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$95.98**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$153.57**

Operating Engineer - Paving I

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

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$74.42**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$119.07**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$72.50**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$116.00**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$61.43**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$98.29**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$79.50**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$47.54**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Concrete III

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

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$63.66**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$82.23**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$131.57**

Operating Engineer - Steel Erection II

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

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$79.04**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$126.46**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.14**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$75.42**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$44.91**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$71.86**

Operating Engineer - Building Work I

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

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$62.87**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work II

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

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.01**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$71.60**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$75.87**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$69.88**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$69.14**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$54.92**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

For New House Car projects Wage Rate per Hour \$43.77

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Shift Rates

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)

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

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.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
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

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER (New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$44.70**

Supplemental Benefit Rate per Hour: **\$40.99**

Supplemental Note: Supplemental Benefit Overtime Rate: \$50.09

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$127,628. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$24.13**

Supplemental Benefit Rate per Hour: **\$21.12**

Overtime

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

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 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

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$58.38

Supplemental Benefit Rate per Hour: \$39.46

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

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

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.

Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12) (BCA)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

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

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$36.33**

Supplemental Benefit Rate per Hour: **\$29.22**

House Wrecker - Tier B

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$25.56**

Supplemental Benefit Rate per Hour: **\$21.63**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$44.20**

Supplemental Benefit Rate per Hour: **\$51.57**

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 the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

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

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.05**

Supplemental Benefit Rate per Hour: **\$72.53**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

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.

(Local #40 & #361)

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$41.50

Supplemental Benefit Rate per Hour: \$40.63

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 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
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)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$28.75**
Supplemental Benefit Rate per Hour: **\$15.55**

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$27.75**
Supplemental Benefit Rate per Hour: **\$15.55**

Landscaper (up to 3 years experience)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$25.25**
Supplemental Benefit Rate per Hour: **\$15.55**

Groundperson

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$25.25**
Supplemental Benefit Rate per Hour: **\$15.55**

Tree Remover / Pruner

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$33.75**
Supplemental Benefit Rate per Hour: **\$15.55**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$23.75**
Supplemental Benefit Rate per Hour: **\$15.55**

Watering - Plant Maintainer

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$18.72**
Supplemental Benefit Rate per Hour: **\$15.55**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.74**

Supplemental Benefit Rate per Hour: **\$38.67**

Marble Finisher

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.46**

Supplemental Benefit Rate per Hour: **\$36.64**

Marble Polisher

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$37.93**

Supplemental Benefit Rate per Hour: **\$28.33**

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

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

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$37.90**

Supplemental Benefit Rate per Hour: **\$30.59**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

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

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$36.19**

Supplemental Benefit Rate per Hour: **\$24.25**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$25.38**

Supplemental Benefit Rate per Hour: **\$18.57**

Overtime

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

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$46.28**

Supplemental Benefit Rate per Hour: **\$42.92**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

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

Washington's Birthday

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

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$51.50**

Supplemental Benefit Rate per Hour: **\$52.41**

Overtime

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

Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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
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

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.86**

Supplemental Benefit Rate per Hour: **\$40.65**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$51.67 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.26**

Supplemental Benefit Rate per Hour: **\$40.63**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$51.65 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.26**

Supplemental Benefit Rate per Hour: **\$40.63**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$51.65 per hour.

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)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$28.62**

Supplemental Note: \$ 33.25 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.50**

Supplemental Benefit Rate per Hour: **\$28.62**

Supplemental Note: \$ 33.25 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$29.73
Supplemental Benefit Rate per Hour: \$7.06

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$30.68
Supplemental Benefit Rate per Hour: \$7.06

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$33.23
Supplemental Benefit Rate per Hour: \$7.06

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

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

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 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.
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
Day after Thanksgiving
Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2017 - 9/30/2017

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$37.08**

Effective Period: 10/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.00**

Supplemental Benefit Rate per Hour: **\$38.33**

Painter - Power Tool

Effective Period: 7/1/2017 - 9/30/2017

Wage Rate per Hour: **\$55.50**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$37.08**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Effective Period: 10/1/2017 - 6/30/2018

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$38.33**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description

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

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$44.89**

Supplemental Benefit Rate per Hour: **\$31.13**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.85**

Supplemental Benefit Rate per Hour: **\$40.98**

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 before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.98**

Supplemental Benefit Rate per Hour: **\$40.98**

Production Paver & Roadbuilder - Screed Person

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.45**

Supplemental Benefit Rate per Hour: **\$40.98**

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.85**

Supplemental Benefit Rate per Hour: **\$40.98**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.37**

Supplemental Benefit Rate per Hour: **\$40.98**

Overtime Description

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

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

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 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$44.93**

Supplemental Benefit Rate per Hour: **\$25.15**

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 alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$37.90**

Supplemental Benefit Rate per Hour: **\$30.59**

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)

PLUMBER

Plumber

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$67.25**

Supplemental Benefit Rate per Hour: **\$31.80**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$53.88

Supplemental Benefit Rate per Hour: \$25.36

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

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

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 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)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.20**

Supplemental Benefit Rate per Hour: **\$15.41**

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)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.66**

Supplemental Benefit Rate per Hour: **\$22.95**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

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)

PLUMBER: PUMP & TANK **Oil Trades (Installation and Maintenance)**

Plumber - Pump & Tank

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$64.22

Supplemental Benefit Rate per Hour: \$23.21

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.57**

Supplemental Benefit Rate per Hour: **\$25.80**

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 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.50**

Supplemental Benefit Rate per Hour: **\$32.27**

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.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$48.90**

Supplemental Benefit Rate per Hour: **\$48.00**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$39.12**

Supplemental Benefit Rate per Hour: **\$48.00**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30

P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

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

(Local #28)

**SHEET METAL WORKER - SPECIALTY
(Decking & Siding)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$44.57**

Supplemental Benefit Rate per Hour: **\$25.02**

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)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$28.12**

Supplemental Benefit Rate per Hour: **\$3.03**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$23.35**
Supplemental Benefit Rate per Hour: **\$2.85**

Shipyards Laborer - First Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$20.96**
Supplemental Benefit Rate per Hour: **\$2.76**

Shipyards Laborer - Second Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$15.24**
Supplemental Benefit Rate per Hour: **\$2.54**

Shipyards Dockhand - First Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$22.89**
Supplemental Benefit Rate per Hour: **\$2.83**

Shipyards Dockhand - Second Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$16.51**
Supplemental Benefit Rate per Hour: **\$2.58**

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 hours in any work week.

Paid Holidays

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

Based on Survey Data

SIGN ERECTOR **(Sheet Metal, Plastic, Electric, and Neon)**

Sign Erector

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.67**

Supplemental Benefit Rate per Hour: **\$50.67**

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

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$55.29**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: Overtime supplemental benefit rate: \$109.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.18**

Supplemental Benefit Rate per Hour: **\$44.84**

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$55.29**

Supplemental Note: Overtime supplemental benefit rate: \$109.84

Steamfitter -Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$42.18

Supplemental Benefit Rate per Hour: \$44.84

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$39.50**
Supplemental Benefit Rate per Hour: **\$15.81**

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$32.46**
Supplemental Benefit Rate per Hour: **\$14.16**

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$26.89**
Supplemental Benefit Rate per Hour: **\$12.80**

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$23.08**
Supplemental Benefit Rate per Hour: **\$11.79**

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$19.14**
Supplemental Benefit Rate per Hour: **\$10.85**

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$14.00**
Supplemental Benefit Rate per Hour: **\$9.76**

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
§220 PREVAILING WAGE SCHEDULE

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 #638B)

STONE MASON - SETTER

Stone Mason - Setter

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$53.62**

Supplemental Benefit Rate per Hour: **\$41.65**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

TAPER

Drywall Taper

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$22.68**

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
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)

TELECOMMUNICATION WORKER **(Voice Installation Only)**

Telecommunication Worker

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$40.35**

Supplemental Benefit Rate per Hour: **\$13.19**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

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

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$41.13

Supplemental Benefit Rate per Hour: \$31.18

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

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$53.19**

Supplemental Benefit Rate per Hour: **\$35.35**

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

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$48.00**

Supplemental Benefit Rate per Hour: **\$49.16**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 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.

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

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.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$62.37**

Supplemental Benefit Rate per Hour: **\$52.39**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$60.21**

Supplemental Benefit Rate per Hour: **\$50.65**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$59.11
Supplemental Benefit Rate per Hour: \$49.74

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$58.04
Supplemental Benefit Rate per Hour: \$48.81

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$58.04
Supplemental Benefit Rate per Hour: \$48.81

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$50.87
Supplemental Benefit Rate per Hour: \$46.11

Blasters (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$59.52
Supplemental Benefit Rate per Hour: \$50.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$56.97
Supplemental Benefit Rate per Hour: \$47.89

All Others (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$52.63
Supplemental Benefit Rate per Hour: \$44.29

Microtunneling (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$45.58
Supplemental Benefit Rate per Hour: \$38.31

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

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
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #147)

WELDER

TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.

THIS PAGE INTENTIONALLY LEFT BLANK



Issue Date - June 01, 2013
Revised - January 15, 2015

**DDC STANDARD GENERAL CONDITIONS
FOR SINGLE CONTRACT PROJECTS**



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

**DIVISION 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
TABLE OF CONTENTS**

SECTION NO.	SECTION TITLE
01 10 00	SUMMARY
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 32 33	PHOTOGRAPHIC DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 35 03	GENERAL MECHANICAL REQUIREMENTS
01 35 06	GENERAL ELECTRICAL REQUIREMENTS
01 35 26	SAFETY REQUIREMENTS PROCEDURES
01 35 91	HISTORIC TREATMENT PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES, SERVICES AND CONTROLS
01 54 11	TEMPORARY ELEVATORS AND HOISTS
01 54 23	TEMPORARY SCAFFOLDING AND PLATFORMS
01 73 00	EXECUTION
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES
01 78 39	CONTRACT RECORD DOCUMENTS
01 79 00	DEMONSTRATION AND OWNERS PRE-ACCEPTANCE ORIENTATION
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS
01 81 13.13	VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS
01 81 19	INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
01 91 13	GENERAL COMMISSIONING REQUIREMENTS



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

NO TEXT

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 (Schedule A through F), (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" shall 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 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, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED 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 shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS, and the Addendum to the General Conditions. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.
- D. **PROGRESS SCHEDULE:** Refer to Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION 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 shall be performed by the Contractor as though it were originally delineated or described. The cost of such work shall 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 shall be performed by the Contractor. The cost of such work shall 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, shall 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 shall 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 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 before the submission of the bid as to what shall 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 shall be subject to the terms of the Contract. The Supplementary Drawings shall 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 shall 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 shall 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 shall verify all dimensions, quantities and details shown on the Contract Drawings, Schedules, or other data received from the Commissioner, and shall notify the Commissioner of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors shall be given before the Contractor proceeds with any work. Figures shall be used in preference to scale dimensions and large-scale drawings in preference to small-scale drawings.

1.7 SHOP DRAWINGS AND RECORD DRAWINGS:

Refer to Division I Section 01 33 00 – SUBMITAL PROCEDURES and Section 01 78 39 – PROJECT RECORD DRAWINGS for requirements applicable to shop drawings and record drawings.

1.8 TEMPORARY FACILITIES, SERVICES AND CONTROLS:

Refer to Division I Section 01 50 00 – TEMPORARY FACILITIES SERVICES AND CONTROLS for the responsibilities of the Contractor.

1.9 DUST CONTROL:

The Contractor shall 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, shall 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 insure 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 shall 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 shall be accompanied by a schedule of the types and quantities of materials, and shall state whether such materials are to be stored on or off the site.
 2. Where the materials are to be stored off the site, they shall be stored at a place other than the Contractor's premises (except with the written consent of the Commissioner) and under the conditions prescribed or approved by the Commissioner. The Contractor shall set apart and separately store at the place or places of storage all materials and shall clearly mark same "PROPERTY OF THE CITY OF NEW YORK", and further, shall not at any time move any of said materials to another off-site place of storage without the prior written consent of the Commissioner. Materials may be removed from their place of storage off the site for incorporation in the work upon approval of the Resident Engineer.
 3. Where the materials are to be stored at the site, they shall be stored at such locations as shall be designated by the Resident Engineer and only in such quantities as, in the opinion of the Resident Engineer, will not interfere with the proper performance of the work by the Contractor or by other Contractors then engaged in performing work on the site. Such materials shall not be removed from their place of storage on the site except for incorporation in the work, without the approval of the Resident Engineer.
 4. 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 shall 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 shall be payable to the City of New York. It shall be in such terms and amounts as shall be approved by the Commissioner and shall be placed with a company duly licensed to do business in the State of New York. The Contractor shall 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 shall 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 shall 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, shall be paid by the Contractor and the City hereby reserves the right to retain out of any partial or final payment made under the Contract an amount sufficient to cover such costs, charges and expenses with the understanding that the City shall have and may exercise any and all other remedies at law for the recovery of such cost, charges and expenses. There shall be no

increase in the Contract price for such costs, charges and expenses and the Contractor shall not make any claim or demand for compensation therefore.

6. The Contractor shall pay any and all costs of handling and delivery of materials, to the place of storage and from the place of storage to the site of the work; and the City shall have the right to retain from any partial or final payment an amount sufficient to cover the cost of such handling and delivery.
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, shall 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 shall 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 shall 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 shall retain any and all risks in connection with the damage, destruction or loss of the materials paid for hereunder to the time of delivery of the same to the site of the work and their proper incorporation in the work in accordance with the Contract Documents.
11. The Contractor shall 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 shall submit with the partial estimate duly authenticated documents of title, such as bills of sale, invoices or warehouse receipts, all in quadruplicate. The executed bills of sale shall transfer title to the materials from the Contractor to the City. (In the event that the invoices state that the material has been purchased by a subcontractor, bills of sale in quadruplicate will also be required transferring title to the materials from subcontractor to the Contractor).
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 shall 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, shall preclude the Contractor from payments under the Contract.

14. The Contractor shall include in each succeeding partial estimate requisition a summary of materials stored which shall set forth the quantity and value of materials in storage, on or off 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 shall 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 shall 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 shall be deemed included in the total Contract Price. The Detailed Bid Breakdown shall reflect, and the Mobilization Payment shall be made, in accordance with the following schedule:

Contract Amount	Percent	Mobilization
Less than - \$ 50,000	x 0	= 0
\$ 50,000 - \$ 100,000	x	= \$ 6,000
\$ 100,001 - \$ 500,000	x 6	= \$ 6,000 (min) - \$ 30,000 (max)
\$ 500,000 - \$ 2,500,000	x 5	= \$ 30,000 (min) - \$ 125,000 (max)
Over - \$ 2,500,000	x 4	= \$ 125,000 (min) - \$ 300,000 (max)

The Contractor may requisition for one-half (1/2) of the Mobilization Payment upon satisfactory completion of the following:

1. Installation of any required field office(s).
2. Submission of all required insurance certificates and bonds.
3. Approval by the Department of Design and Construction of the coordinated progress schedule for the project and the Contractor’s Shop Drawing schedule.

The remaining balance of the Mobilization Payment may be requisitioned only after 10 percent (10%) of the Contract price, exclusive of the total amount of Mobilization Payments made or to be made hereunder, shall have been approved for payment.

- E. ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING: The Contractor shall 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 shall 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 shall (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 shall 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) shall 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 shall 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 shall 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 shall be made as brief as possible, and only at such time stated.
 - 2 Under no circumstances shall 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 shall be avoided at all times and necessary noise shall 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 shall 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 shall be borne by the Contractor.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 6 The Contractor shall 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 shall give ample written notice in advance to the Commissioner and personnel at the facility of any required shutdown.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 10 00

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, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED 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 shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall 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 without limitation the following.
 - 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: include without limitation the following:
 - 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 PROJECT 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" shall 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 shall 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 shall 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 accessibility 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 accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. The Contractor shall prepare memoranda for distribution to its subcontractors and other involved entities, outlining special procedures required for coordination. Such memoranda shall include required notices, reports, and meeting minutes as applicable.
- C. Administrative Procedures: The Contractor shall 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 shall 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 shall comply with all directions in the Specifications regarding the salvaging and handling of identified items, material or equipment.

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 shall 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 15 days after the Notice to Proceed, the Contractor shall 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 list in Project meeting room, in temporary field office, and by each temporary telephone. Keep 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 shall have their representatives present to discuss all details relative to the execution of the work. The Resident Engineer shall preside over these meetings.
 - 1. Agenda: Prior to each meeting, the Resident Engineer will consult with the Contractors 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 shall 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 shall 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 Client 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 shall 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 Requests for Information (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. Client 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
 - 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 shall 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. Client 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
 - 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
 - p. Status of Administrative Code reporting requirements related to the project

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 shall prepare and submit an RFI in the form specified by the Resident Engineer.
 1. RFI shall 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 shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number monthly to the Resident Engineer.



4. On receipt of responses and action to the RFI, the Contractor shall 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:

Copies of all correspondence to DDC shall be sent directly to the Resident Engineer at the job site.

1.9 CONTRACTOR'S DAILY REPORTS:

The Contractor shall 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

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, revising as necessary, various documents including but not limited to the following:
1. Baseline Construction Schedule.
 2. Composite Schedule for entire project
 3. Recovery Composite Schedule
 4. Revised and/or updated Composite Schedule
 5. Submittals Schedule.
 6. Daily construction reports.
 7. Material location reports.
 8. Field condition reports.
 9. Special reports.
- B. RELATED SECTIONS: include without limitation the following:
1. Section 01 10 00 SUMMARY
 2. Section 01 32 22 PHOTOGRAPHIC DOCUMENTATION
 3. Section 01 33 00 SUBMITTAL PROCEDURES
 4. Section 01 40 00 QUALITY REQUIREMENTS

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" shall 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. **Baseline Construction Schedule:**
A horizontal bar chart type schedule (Microsoft Project OR similar program) listing all the activities and their duration for entire contract duration OR construction period, including logical ties and interrelations between the activities necessary for the timely and successful completion of the project. Critical path activities shall be clearly marked. The Baseline construction schedule is a preliminary schedule that must be reviewed and approved by the Resident Engineer.
- D. **Composite Schedule:**
A composite horizontal bar chart type schedule (Microsoft Project OR similar program) listing all activities to be performed by the Contractor and its subcontractors, the duration of each activity including logical ties and interrelations between activities, and the sequence of each of necessary activities for the timely and successful completion of the project within the stipulated contract duration. Critical path activities shall be clearly marked. The Composite schedule must be signed and submitted by the Contractor within thirty (30) calendar days after the date established for commencement of the Contract, unless otherwise directed. The Composite Schedule must be reviewed and approved by the Resident Engineer.
- E. **Recovery Composite Schedule:** A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order.

A Composite 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 keep the delays as minimum as possible and must establish the nature of efforts such as 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.

Such schedule must be prepared and submitted within Five (5) calendar days of request by the Resident Engineer. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.
- F. **Revised and/or Updated Composite Schedule:**

A Baseline construction schedule OR Composite Schedule OR Recovery Composite 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 Composite Schedule must be reviewed and approved by the Resident Engineer.
- G. **Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
- H. **Event:** The starting or ending point of an activity.
- I. **Fragment:** A part of the activity that breaks down activities into smaller activities for greater detail.
- J. **Milestone:** A key or critical point in time for reference or measurement.
- K. **Network Diagram:** A graphic diagram of a network schedule, showing activities and activity relationships.

PART II – PRODUCTS

2.1 BASELINE CONSTRUCTION SCHEDULE:

- A. The Contractor shall prepare a Baseline horizontal bar-chart-type construction schedule for the project. Submit the Baseline Construction Schedule to the Resident Engineer within (15) fifteen calendar days after the date established for commencement of the Contract, unless directed otherwise. The Baseline Schedule must be reviewed and approved by the Resident Engineer.
1. Provide a separate time bar for each significant construction activity. Coordinate each activity on the schedule with other construction activities for proper interrelationship & sequence.
 2. Duration: The duration of each activity on the schedule besides installation must clearly show required duration of filing for permits, inspections, testing, approvals, shop drawings and materials submittals and approvals, fabrication, delivery, phasing for each construction activity.
 3. Schedule shall be time-scaled in not more than weekly increments, with the dates of the first day (Monday) of each week indicated.
 4. Completion of all the project activities shall be indicated in advance of the date established for completion of the Contract, allowing time for required inspection and punch list work.
 5. Clearly show time bar for all the tasks, to be completed before start of physical work of scheduled activities, including but not limited to obtaining required permit, subcontractor approval, submission and approval of shop drawings, field verification, time for fabrication and delivery, testing of materials and/or samples, preparation and approval of mock-up sample, curing, pre-testing of soil, pre-testing of equipment - including start up, testing & adjusting, filing for inspection by regulatory agencies, training, final use, etc. required to maintain orderly progress of the activity. A special consideration must be given to those activities requiring early approvals because of long lead-time for manufacture or fabrication.
 6. Phasing: Arrange all activities in proper sequence to reflect requirements for phased completion, work by other entities, work by the City, City furnished items, coordination with existing work, limitations arising due to continued occupancies, non-interruptible services, partial completion for occupancy, site restrictions, provisions for future work, seasonal variations, environmental control, and similar conditions of the project.
 7. Arrange all activities and/or show interrelationship and logical sequence of all activities, determine and mark all critical path activities including any phasing reflecting actual project condition.
 8. Keep at least two blank horizontal bars between all activities for recording actual progress and submitting Revised Schedule as defined in Sub-Section 1.3 G
 9. If necessary a new revised schedule shall be prepared in the same manner as outlined above.

2.2 COMPOSITE SCHEDULE FOR THE PROJECT:

- A. The Contractor shall prepare a Composite Schedule based on the approved Baseline Schedule. Such schedule shall indicate graphically and chronologically the start and completion of each and every activity, including all the pre-activity and post activity tasks. Keep at least two blank horizontal bars between all activities for recording actual progress and/or revisions.
1. If necessary the Contractor shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Composite Schedule. The Composite Schedule must be finalized and signed by the Contractor within (30) thirty calendar days after the date established for commencement of the Contract, unless directed otherwise. The Composite Schedule must be reviewed and approved by the Resident Engineer.

2.3 RECOVERY COMPOSITE SCHEDULE:

- A. A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order. A Recovery Composite 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, must be developed and submitted within (5) five calendar days of the request by the Resident Engineer. Such Recovery Composite Schedule shall include all information as defined in Article 1.3 F and shall be prepared in the same manner as outlined in Sub-Sections 2.1 and 2.2. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.

2.4 REVISED AND/OR UPDATED COMPOSITE SCHEDULE:

- A. The Contractor shall revise and/or update the approved Composite Schedule as directed. The Revised schedule shall be prepared in the same manner as outlined above in Sub-Sections 2.1 and 2.2.
- B. The Contractor shall mark actual progress, delays, work stoppage etc. in the row just below the approved schedule for the respective activity so that revisions can be compared.
- C. Such schedule also shall indicate graphically and chronologically any revisions to the start and completion of the remaining activities including revisions to all the pre-activity and post activity tasks for all subcontractors.
- D. If necessary, the Contractor shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Revised Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Schedule. Such schedule must be prepared and submitted by the Contractor within Five (5) calendar days of request by the Resident Engineer. The Revised Composite Schedule must be reviewed and approved by the Resident Engineer.

2.5 SUBMITTALS SCHEDULE:

- A. Preparation: The Contractor shall 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.
- B. SCHEDULE F: Schedule F sets forth all submittal requirements for shop drawings and material samples. Schedule F is included in the Addendum. At the kick-off meeting, the Contractor must review this Schedule with the Resident Engineer and the Design Consultant. Within 10 days after the kick-off meeting, the Contractor must complete information on Schedule F concerning the submission date, the required delivery date and the fabrication time. For all required submittals of shop drawings and material samples, the Schedule F provided by the Contractor must indicate a submission date which is at least 20 business days prior to the date of the manufacture of the item or materials to be installed. In addition, if so directed by the Commissioner, the Schedule F provided by the Contractor must indicate a submission date for shop drawings and/or material samples of specified items or materials which is within 60 business days after the kick-off meeting. In the event of any conflict between the Specifications and Schedule F, Schedule F shall take precedence; provided, however, in the event of an omission from Schedule F (i.e., Schedule F omits either a reference to or information concerning a submittal requirement which is set forth in the Specifications), such omission from Schedule F shall have no effect and the Contractor's submittal obligation, as set forth in the Specifications, shall remain in full force and effect.
- C. Review: The Resident Engineer will review the Schedule F submitted by Contractor. Upon acceptance, the Resident Engineer will date and sign the schedule as approved and transmit it to the Consultant, Contractor and others within DDC as he/she deems appropriate.



2.6 REPORTS:

- A. Daily Construction Reports: The Contractor shall submit to the Resident Engineer written Daily Construction Reports at the end of each work day, 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 shall be prepared by the Contractor's Superintendent and shall bear the Contractor's Superintendents signature. Each report shall contain the following information:

1. List of 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 Completions and occupancies.
18. Substantial Completions 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 shall submit a Material Location Report at weekly OR monthly intervals as determined and established by the Resident Engineer. Such report shall include a comprehensive list of materials delivered to and stored at Project site. List shall 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.

2.7 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

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 shall employ and pay for the services of a professional photographer who shall take photographs showing the progress of the work for all Contracts.

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" shall 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 color prints of each photographic view for each trade to the Resident Engineer. Such photographs shall be included in each monthly progress report or as otherwise directed by the Resident Engineer.
- D. Construction Photograph Negatives: Submit a complete set of photographic negatives in individually protected negative sleeves with each submittal of prints. Identify negatives with label matching photographic prints.
- E. Digital Images: If Digital Media is used, submit a complete set of digital color image electronic files on CD-ROM with each submittal of prints. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, un-cropped.

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 years.

1.6 COORDINATION:

- A. The Contractor and its subcontractor(s) shall cooperate with the photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

1.7 COPYRIGHT:

- A. The Contractor shall include the provisions set forth below in the agreement between the Contractor and the Photographer who will provide the construction photographs described in this section. The Contractor shall 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, shall 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") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the 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 shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall 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 shall 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 shall be provided to the City.

PART II – PRODUCTS

2.1 PHOTOGRAPHIC MEDIA:

- A. Photographic Film: Medium format, 2-1/4 by 2-1/4 inches (60 by 60 mm).
- B. Digital Images:
1. Construction Progress Images: Color images in JPEG format with minimum sensor size of 1.3 megapixels.
 2. Presentation Quality Images: Provide Color images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 with 8"x10" original capture at 300 dpi or greater.
- 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 1inch 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 using the maximum range of depth of field, and that are 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. Film Images:
1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

2. Field Office Prints: Retain one set of prints of progress photographs in the field office at Project site, available at all times for reference. Identify photographs same as for those submitted to Commissioner.
- C. 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 CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Commissioner.

3.2 PRE-CONSTRUCTION & PRE-DEMOLITION PHOTOGRAPHS:

- A. Before commencement of Contract work at the 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 NYC 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 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 shall 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, shall 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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 color photographic prints of each view as directed.

3.5 DVD RECORDING:

- A. When DVD Recording of Demonstration and Training sessions is required for Non-Commissioned projects the Contractor shall 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. Take color photographs of minimum eight (8) unobstructed views of the completed project or project and site, as directed by the Commissioner and after all scaffolding, hoists, shanties, field offices or other temporary work has been removed and final cleaning is done after date of Substantial Completion for submission as Project Record Documents. 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

PHOTOGRAPHIC DOCUMENTATION

01 32 33 - 6

**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 shall not relieve the Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor of the furnishing of materials or work required by the Contract and not indicated on the Shop Drawings. Approval of Shop Drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.
- D. 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 DVD 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 77 00 | CLOSEOUT PROCEDURES |
| F. | Section 01 78 39 | CONTRACT RECORD DOCUMENTS |
| G. | Section 01 81 13 | SUSTAINABLE DESIGN REQUIREMENTS 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.
- B. Design Consultant: "Design Consultant" shall 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. Submittals: Written and graphic information that requires responsive actions and includes 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 information that does not require responsive action. Submittals may be rejected for non-compliance with the Contract.
- E. Shop Drawings: Include 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 shall 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. The Contractor shall provide reproducible Coordination Drawing(s) of the reflective ceiling showing the integration of all applicable contract work, including general construction work as well as trade work (Plumbing, HVAC, and Electrical) to be performed by subcontractors. The Coordination Drawing(s) shall include, without limitation, the following information:
 - 1. General Construction work showing the reflective ceiling plan including starting points, ceiling and beam soffits elevations, ceiling heights, roof openings, etc.
 - 2. HVAC Contract work showing ductwork, heating and sprinkler piping, location of grilles, registers etc. and access doors in hung ceilings. Locations shall be fixed by elevations and dimensions from column centerlines and/or walls.
 - 3. Plumbing Contract work including piping, valves, cleanouts etc., indicating locations and elevations and shall indicate the necessary access doors.
 - 4. Electrical Contract work indicating fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc.
- B. The Contractor shall issue the completed Coordination Drawing(s) to the Resident Engineer for his/her review. The Resident Engineer may call as many meetings as necessary with the Contractor, including



attendance by applicable subcontractors, and may call on the services of the Design Consulting where necessary, to resolve any conflicts that become apparent.

- C. Upon resolution of any conflicts, the Contractor shall provide a final Coordination Drawing(s) which will become the Master Coordination Drawing(s). The Master Coordination Drawing(s) shall be signed and dated by the Contractor to indicate acceptance of the arrangement of the work.
- D. A reproducible copy of the Master Coordination Drawing(s) shall be provided by the Contractor to each of the appropriate subcontractor(s), the Resident Engineer and the Design Consultant for information.
- E. Shop Drawings shall not be submitted prior to acceptance of the final coordinated drawings and shall 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.

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 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. Submittals Schedule: The Submittals Schedule is set forth in Schedule F, which is included in the Addendum.
- D. Identification: Place a permanent label or title block on each submittal for identification.
 - 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
- E. Transmittal:
 - 1. Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form in triplicate. Transmittals received from sources other than the



Contractor will be returned without review. Re-submission of the same drawings or product data shall bear the original number of the prior submission and the original titles.

2. Transmittal Form: Provide locations on form for the following information:

- a. Project name, DDC Project number and Contract Number
- b. Date
- c. Destination (To:)
- d. Source (From:)
- e. Names of Contractor, subcontractor, manufacturer, and supplier
- f. Category and type of submittal
- g. Submittal purpose and description
- h. Specification Section number and title
- i. Drawing number and detail references, as appropriate
- j. Transmittal number, numbered consecutively
- k. Submittal and transmittal distribution record
- l. Remarks
- m. Signature of transmitter

F. Shop Drawings:

1. Procedures for Preparing, Forwarding, Checking and Returning all Shop Drawings shall be, generally, as follows:

- a. The Contractor shall make available to its subcontractors the necessary Contract Documents and shall instruct such subcontractor to determine dimensions and conditions in the field, particularly with reference to coordination between the trade subcontractors. The Contractor shall direct its subcontractors to prepare Shop Drawings for submission to the Design Consultant in accordance with the requirements of these General Conditions. The Contractor shall also direct its subcontractors to "Ring Up" corrections made on all re-submissions for approval, so as to be readily seen, and that the symbol "sub" be used to identify the source of the correction or information that has been added.

The Contractor shall:

1. Review and be responsible to the Commissioner, for information shown on its subcontractor's Shop and Installation drawings and manufacturers' data, and also for 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 shall promptly prepare and submit project specific layout detail and Shop Drawings of such parts of the work as are indicated in the Specifications, Schedule F of the Addendum or as required. These Shop Drawings shall be made in accordance with the Contract Drawings, Specifications and Supplementary Drawings, if any. The Shop Drawings shall 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, shall 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 shall be numbered consecutively and shall 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 shall 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, if any, under which it is, or they are required
 - 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 shall be signed by the Contractor and, if applicable, the subcontractor responsible for preparation of the Shop Drawings. Each Shop Drawing shall 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 shall, in its statement, list and clearly describe each such discrepancy.

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.

8. Submission of Shop Drawings:

- a. Initial Submission: The Contractor shall submit seven (7) copies of each Shop Drawing to the Design Consultant for his/her review and acceptance. 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 stamped "No Exceptions Taken", be dated and distributed by the Design Consultant as follows:
- 1) Two (2) copies thereof will be returned to the Contractor by letter
 - 2) Three (3) copies of the approved Shop Drawing and copy of the transmittal letter to the Contractor will be forwarded to DDC
 - 3) One copy will be retained by the Design Consultant
 - 4) One copy will be forwarded / retained by sub-consultant(s) as appropriate

Should the Shop Drawing(s) be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return 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 submit seven (7) copies of each shop drawing to the Design Consultant. The Contractor shall 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" shall 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 shall 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 shall be transmitted to the subcontractors so affected. [These accepted Shop Drawings shall 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 shall make specific mention of such variations in its letter of submittal. Acceptance of the Shop Drawings shall constitute acceptance of the subject matter thereof only and not of any structural apparatus shown or indicated.

G. Product Data:

1. General: Except as otherwise prescribed herein, the submission, review and acceptance of Product Data and Catalogue cuts shall conform to the procedures specified in Sub-Section 1.6 F, Shop Drawings.
2. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
3. Mark each copy of each 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 shall 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 stamped "No Exception Taken", be dated and distributed as follows:
 - 1) Two (2) copies thereof will be returned to the Contractor by letter
 - 2) Three (3) copies of the Product Data and copy of the transmittal letter to the Contractor will be forwarded to DDC
 - 3) One copy will be retained by the Design Consultant
 - 4) One copy will be forwarded / retained by sub-consultant(s) as appropriateShould 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 shall 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" shall be considered an "Accepted" Product Data and NEED NOT be resubmitted.
- H. Samples of Materials:
1. For samples of materials involving electrical work of any nature, refer to Section 00 35 06 - General Electrical Requirements.
 2. Samples shall be in triplicate, of sufficient size to show the quality, type, range of color, finish and texture of the material.
 3. Each of the samples shall 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 shall be as required in the Specifications.
 7. Samples on Display: When samples are specified to be equal to approved product, they shall 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 shall 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 shall be furnished equal in every respect to the accepted samples.
 9. The Acceptance of any samples will be given as promptly as possible, and shall be only for the characteristic color, texture, strength, or other feature of the material named in such approval, and no other. When this approval is issued by the 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.
 12. 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.
 13. 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 shall 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 shall 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.



REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7

1.7 LEED SUBMITTALS:

- A. Comply with submittal requirements specified in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL; Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS; Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS; Section 01 81 19, INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS and Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.
- B. LEED Building submittal information shall be assembled into one package per each applicable specification section, separate from all other non-LEED submittals. Each submittal package shall have a separate transmittal and identification as described in Sub-Section 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 Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.
 - 1. Provide the quantity, length, area, volume, weight, and/or cost of each product submitted as required to satisfy LEED documentation requirements. Refer to Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.

1.8 ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:

- A. In accordance with Section 01 10 00 Summary, Sub-Section 1.5 E, the Contractor shall 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 shall be in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.9 CONSTRUCTION PHOTOGRAPHS AND DVD RECORDINGS:

- A. Submit construction progress photographs and DVD 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 33 00

**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 shall 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, as determined by the Commissioner, shall 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 -: shall mean 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 shall 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 shall 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 shall follow these Contract Drawings in laying out the work and verify the spaces in which it will be installed. The Contractor shall 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 ACCESSIBILITY:

All work shall be installed by the Contractor so as to be readily accessible for inspection, operation, maintenance and repair. Minor deviations from the arrangement indicated on the Contract Drawings may be made to accomplish this, but they shall not be made without approval by the Commissioner.

1.7 CHANGES IN PIPING, DUCTS, AND EQUIPMENT:

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 shall make such changes as directed and approved, without extra cost to the City.

1.8 CLEANING OF PIPING, DUCTS, AND EQUIPMENT:

Piping, ducts and equipment shall 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 shall pay for repairs to other work damaged in the course of removing obstructions. For work on existing piping, ducts and equipment the Contractor shall 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:

Unless otherwise particularly specified, all equipment of the same kind, type or classification, and used for identical purposes, shall be the product of one (1) manufacturer.

1.10 SUPPORTING STRUCTURES DESIGNED BY THE CONTRACTOR:

Unless otherwise specified, supporting structures for equipment to be furnished by the Contractor shall be designed by an Engineer licensed in New York State retained by the Contractor. Supporting structures shall be built by the Contractor of sufficient strength to safely withstand all stresses to which they may be subjected, within permissible deflections, and shall meet the following standards:

- A. Structural Steel - ASTM Standard Specifications, AISC and New York City Construction Codes.



- B. Concrete for supports for equipment shall conform to the Specifications for concrete herein, but in no case shall be less than the requirements of the New York City Construction Codes for average concrete.
- C. Steel reinforcement for concrete shall be of intermediate grade and shall meet the requirements of the Standard Specifications for Billet Steel-Concrete Reinforcement Bars, ASTM.
- D. Drawings and calculations shall 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 shall 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 shall 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 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 shall 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:

As soon as conditions permit, the Contractor shall furnish all necessary labor and materials for, and shall 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 shall, prior to the acceptance test, make all changes, adjustments and replacements required.

1.13 INSTRUCTIONS ON OPERATION:

At the time the equipment is placed in permanent operation by the City, the Contractor shall make all adjustments and tests required by the Commissioner to prove that such equipment is in proper and satisfactory operating condition. The Contractor shall 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:

On completion of the work, the Contractor shall obtain certificates of inspection, approval, acceptance and of compliance with all laws from all agencies and/or entities having jurisdiction over the work and shall deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES. The work shall not be deemed substantially complete until the certificates have been delivered. See General Comments regarding problems with specifying items required for substantial completion.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 35 03



No Text



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, shall take precedence.
- B. This Section includes the following:
1. Procedure for Electrical Approval
 2. Submittals
 3. Electrical Installation Procedures
 4. Electrical Conduit System Including Boxes (Pull, Junction and Outlet)
 5. Electrical Wiring Devices
 6. Electrical Conductors and Terminations
 7. Circuit Protective Devices
 8. Distribution Centers
 9. Motors
 10. Motor Control Equipment
 11. Schedule of Electrical 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:** means both wire and raceway (rigid steel, heavy wall conduit unless specifically indicated otherwise).
- B. **POWER WIRING:** means 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:** means that 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: shall mean rigid steel, heavy wall conduit that is hot dipped galvanized inside and outside. The conduit shall 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 shall be used for all exposed work, for all underground conduits in contact with earth and for fire alarms systems, as required by the New York City Construction Codes.
- E. ELECTRICAL METALLIC TUBING (EMT): shall mean industry standard thin wall conduit of galvanized steel only. All elbows, bends, couplings and similar fittings which are installed as a part of the conduit system shall be compatible for use with electric metallic tubing. Couplings and terminating fittings shall be of the pressure type as approved by the Commissioner. Set screw fittings will not be acceptable. EMT shall 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): Shall mean 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 shall 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 Sub-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 shall 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 shall 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 shall be made as required by the Commissioner of all electrical materials, electrical and associated mechanical equipment, and of appliances installed hereunder. The Contractor shall 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, the Contractor on written notice shall remove and promptly replace them with other materials in conformity with the Contract.
- D. CERTIFICATE OF THE BUREAU OF ELECTRICAL CONTROL, OF THE DEPARTMENT OF BUILDINGS (B.E.C.): The Contractor must file prior to requesting a substantial completion inspection a Certificate of Inspection issued by B.E.C. On completion of the work the Contractor shall obtain certificates of inspection, approval, acceptance and compliance from all agencies and/or entities having jurisdiction over the work and shall 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 shall be responsible for the equipment until it has been finally inspected, tested and accepted, in accordance with the requirements of the Contract.

2. After delivery and before and after installation, the Contractor shall protect all equipment against theft, injury or damage from all causes. The Contractor shall carefully store all equipment received for work, which is not immediately installed. If any equipment has been subject to possible injury by water, it shall 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, shall be made by the same manufacturer.

1.6 SUBMITTALS:

- A. **CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL:**
1. The Contractor shall 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 shall be included. A letter, in triplicate, shall accompany each submittal.
 2. The Contractor shall 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 shall 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 shall 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 shall submit statement in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
- D. **BULLETINS AND INSTRUCTIONS:** The Contractor shall 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 shall 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 shall 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 accessibility for repairs, even though this selection is the most costly.
- 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, shall be furnished and set by the Contractor installing the conduits. Sleeves in waterproofed floors shall be provided with flashing extending 12 inches in all directions from sleeve and secured to waterproofing. Flashing shall be turned down into space between pipe and sleeve and caulked watertight. Flashing shall be 20 oz. cold rolled copper. Sleeves shall be supplied with welded flanges similar to those supplied by the subcontractor for Plumbing Work and shall extend one (1) inch above finished floor.
- D. **COORDINATION:** The Contractor shall keep in close touch with the construction progress and obtain the necessary information for the accurate placement of its work in ample time 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 shall be repaired or replaced by the Contractor. The Contractor shall 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 shall 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, shall furnish this unit complete with internal wiring, connections, terminal boxes with copper connectors and/or lugs and ample electrical leads, ready for connection and operation. The cost of any wiring, re-wiring or other work required to be done on this unit in the field, shall 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 shall 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 shall be used throughout, unless otherwise directed by the Commissioner. Where the word 'conduit', without a modifier such as, rigid steel, EMT, etc., is specified to be used, it shall 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 shall be installed concealed in finished spaces.
2. **CONDUIT SIZES:** The sizes of conduit shall be as indicated on the Contract Drawings. Wherever conduit sizes are not indicated, the conduit shall meet the requirements of the New York City Electrical Code to accommodate the conductors to be installed therein.
3. Conduits shall be reamed smooth after cutting. No running threads will be permitted. Universal type couplings shall be used where required. Conduit joints shall be screwed up to butt. Empty conduits after installation shall have all open ends temporarily plugged to prevent the entrance of water or other foreign matter.
4. Conduits being installed in concrete or masonry shall be securely held in place during pouring and construction operations. A group of conduits terminating together shall be held in place by a template.
5. **UNDERGROUND STEEL CONDUITS:** Unless otherwise specified, all underground steel conduits in contact with earth shall 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 shall 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 shall 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 shall 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 shall secure and pay for all necessary permits and inspection fees and pay the cost of repaving.
7. **EXPOSED CONDUIT SUPPORTS:** Exposed conduit shall be supported by Galvanized hangers with necessary inserts, beam clamps of approved design or attached to walls or ceilings by expansion bolts. Exposed conduits shall be supported or fastened at intervals not more than five (5) feet.
8. Exposed conduit shall be installed parallel or at right angles to ceiling, walls and partitions. Where direction changes of exposed conduit cannot be made with neat bends, such as required around beams or columns, conduit type fitting shall be used.

9. The conduit shall be installed with an approved expansion joint:
 - 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. Conduit may only enter and leave a floating slab in the vertical direction, and then only in an approved manner. Horizontal entries into floating slabs are not permitted.
 11. Conduit installed in pipe shafts shall 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 shall be provided to assure stability of the raceway system.
 12. BUSHINGS AND LOCKNUTS: Approved bushings and locknuts shall be used wherever conduits enter outlet boxes, switch boxes, pull boxes, panel board cabinets, etc.
 13. CONDUIT BENDS: shall be made without kinking conduit or appreciably reducing the internal diameter. All bends in conduit of two (2) inch in diameter or larger shall be made with a hydraulic or power pipe bender. The radius of the inner edge of any bend shall 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 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 shall 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 shall be turned to approximately 85% of the internal diameter of the raceway to be tested. Two (2) short wire brushes shall be included in the mandrel assembly. Snaking of conduits, ducts, etc., shall be performed by the Contractor in the presence of the Resident Engineer. Any conduits or ducts which reject the mandrel shall 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 shall be assigned to the various conduit runs, and as they test clear they shall 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 shall be tagged.
 - c. TEST RECORDS: As the conduit runs clear, a record shall 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 shall be signed by the Resident Engineer and submitted in triplicate for approval. This record shall be entered on the Contract Record Drawings under Section 01 78 39, CONTRACT RECORD DOCUMENTS.
 - d. CAPPING: All empty conduit and duct openings, after test, shall be capped or plugged by the Contractor as directed.
 - e. DRAG LINES: A drag line shall be left in all empty conduit.
- B. BOXES:
1. The Contractor shall furnish and erect all pull boxes indicated on the plans or where required. Sides, top and bottom of pull boxes shall be Galvanized coated and shall 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 shall be removable and held in place by corrosion resistant machine screws. Pull boxes in damp locations shall have threaded hubs and gaskets and be NEMA 4X. All pull boxes shall 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 shall be supported from the black iron or structure.
3. The exact location of all outlets in finished rooms shall be as directed. When the interior finish has been applied, the Contractor shall make any necessary adjustment of its work to properly center the outlets. All outlet boxes for local switches near doors shall be located at the strike side of doors as finally hung, whether so indicated on the drawings or not.
4. Exposed wall outlet boxes shall be erected neatly and tight against the walls and securely anchored to same.
5. All wall outlets of each type shall be set accurately at the same level on each floor, except where otherwise specified or directed. Where special conditions occur, outlets shall 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
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 shall be of approved design and construction; of form and dimensions suited and adapted to its specific location; the kind of fixture to be used and the number and arrangements of conduits, etc., connecting therewith. All ferrous outlet boxes shall meet the requirements for zinc coating as specified under Electrical Conduit Systems.
8. There shall be knockouts opened only for the insertion of conduit. Any outlet boxes with more openings than are necessary for conduit insertion shall be sealed by the Contractor without additional charge.
9. All outlet boxes and junction boxes for exposed work shall be galvanized cast iron or cast aluminum with threaded openings. Outlet boxes for exposed inside work in damp locations shall be galvanized cast iron or cast aluminum with threaded hubs and neoprene gaskets.
10. Junction boxes shall not be less than 4 11/16" square and shall be equipped with zinc coated plates. Where plates are exposed they shall be finished to match the room decor.

11. **FIXTURE SUPPORTS:** Outlet boxes supporting lighting fixtures shall be equipped with fixture studs held by approved galvanized stove bolts or integral with the box. Cast iron or malleable boxes shall have four (4) tapped holes for mounting required cover or fixtures.
12. Outlet boxes exposed to the weather or indicated W.P. shall be cast iron or cast aluminum and the covers made watertight with neoprene gaskets. The boxes shall have external lugs for mounting. Drilling of the body of the fitting for mounting will not be permitted. The cover screws shall 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** shall be of the best specification grade, quiet type, and shall have a rating of 20 Amperes at 277 volts, as manufactured by Bryant, Hubbell or approved equal. The mechanism shall be equipped with arc snuffers. They shall be of the tumbler type, single pole. Switches of the 3-way type shall have a similar rating.
- B. **RECEPTACLES:**
 1. **CONVENIENCE OUTLETS:** shall be of the best specification grade, duplex, two-pole, 3-wire, 20 Amperes at 125 volts. It shall have a grounding pole that shall be grounded to the conduit system. Receptacles shall be capable of both back and side wiring and shall have only one (1) grounding screw. Receptacles shall be Hubbell Cat. #5262 or approved equal.
 2. **HEAVY DUTY RECEPTACLE OUTLETS:** shall have the Ampere rating and the number of poles specified on the Contract Drawings and shall be Hubbell, Russell-Stoll, Bryant, AH & H or approved equal. Each outlet shall have a grounding pole, which shall be grounded to the conduit system.
 3. **FLOOR RECEPTACLES:** shall 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 shall 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 shall be in a gasketed, cast iron enclosure.
- E. **PLATES:**
 1. Every convenience outlet and switch outlet shall 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 shall 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 shall be of annealed copper of 98% conductivity. Aluminum wire or cable will not be permitted. The insulation shall be flame retardant, moisture and heat resistant, thermoplastic, type THW or THWN rated for 600 volts at 75 degrees C. for



both wet and dry locations. Wires No. 8 or larger shall be stranded. Wires and cables shall also be subject to the requirements of the NYCEC. Cables for incoming service or wire in conduits contiguous with the earth or in concrete or other damp or wet locations shall be synthetic rubber insulated with neoprene jacket, heat and moisture resistant and shall 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 shall 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 shall not be used for light or power.
- E. **COLOR CODE:** Wires shall have a phase color code, and multiple conductor cables shall be color coded.
- F. **CABLE DATA:** The Contractor shall 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 shall 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 shall not be installed in conduit before the rough plastering work is completed. No conductors shall be pulled into floor conduits before floor is poured.
 - 2. **CONDUIT SECURED IN PLACE -** No conductor shall 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 shall be left with sufficiently long ends for proper connection and stowing.
 - 4. **PULLING COMPOUNDS -** When required to ease the pulling-in of wires into conduit, only approved compounds as recommended by cable manufacturers shall be used.
 - 5. **PRESSURE CONNECTORS -** for wires shall be of the cast copper or forged copper pressure plate type. Connectors shall be O.Z., Burndy, National Electric Products or approved equal.
 - 6. Splices and feeder taps in the gutters of panel boxes shall 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, shall 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 shall be as approved by the connector manufacturer.



- b. For wire and cable No. 6 AWG and larger for branch circuit wiring the seamless tubular connector will only be accepted. Application of this connector shall be with a tool recommended by the connector manufacturer.
 9. TAGS: All feeders and risers shall be tagged at both ends, and in all pull and junction boxes and gutter spaces through which they pass. Such tags shall be of fiber and have the feeder designation and size stamped thereon.
 10. BRANCH CIRCUIT WIRING:
 - a. The Contractor installing branch circuit wiring shall test the work for correct connections and leave all loop splices in the fixture outlet boxes properly spliced and taped. The Contractor shall provide wire ends long enough for convenient connection to device.
 - b. NEUTRALS: No common neutrals shall be used except for lighting branch circuits. Each neutral wire shall 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 shall 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 shall be cast copper or forged copper pressure plate type. Lugs for 1/0 and larger shall be fastened with two (2) bolts.
 2. All lugs shall 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 insure 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: shall be operable in any position and shall be of the quick-make, quick-break type on manual operation. The handle shall 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 shall be provided, in addition to the "On" and "Off" indication. All circuit breakers shall be of the bolted type.
2. TRIP RATING: Circuit breakers shall 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 shall be designed to break all poles simultaneously. They shall be provided with barriers between poles and arc suppressing devices.
4. ELEMENTS: Multipole circuit breakers shall have frames of not less than a 100 Ampere rating. Multipole circuit breakers for 480 volts AC operation shall have an NEMA interrupting rating of 18,000 Amperes, unless a higher rating is specified in the Specific Requirements 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 shall be provided with interchangeable trip elements, which can be replaced readily.
6. Single pole circuit breakers for branch circuits shall have a frame size of no less than 100 Amperes, and shall 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 shall 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 shall 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 shall insure constant calibration and be capable of withstanding excessive short circuit conditions without injury.
9. CONTACTS: shall be non-welding under operating conditions and of the silver to silver type.
10. TEMPERATURE RISE: Current carrying parts, except thermal elements, shall not rise in temperature in excess of 30 degrees C. while carrying rated current at rated frequency.
11. NUMBERING: Each circuit breaker shall be distinctly numbered when installed in a group with other breakers. The calibration of trip element shall 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 shall be of the type HD of a rating not less than 30 Amperes. Enclosures shall be provided with means for locking. For ratings above 60 Amperes terminals shall 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. PANELBOARDS-GENERAL TYPE: The panel boards shall be of the automatic circuit breaker type with individual breakers for each circuit, removable without disturbing the other units. Circuit breakers shall be in accordance with the requirements outlined under "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 shall be distinctly numbered.
- C. BUS-BAR CONSTRUCTION AND SUPPORT: Panel Boards shall be of the dead front type and shall have bus bars and branch circuits designed to suit the system and voltage. Current carrying parts, exclusive of circuit breakers shall be copper and based on a maximum density of 1,000 Amperes per square inch. Bus bars for the main switchboard shall be designed for the frame rating of the Service Breaker. Bus bars shall run up the center of the panel, unless otherwise indicated, and shall have connected thereto the various branch circuits. Unless otherwise specified, bus bars for each panel board shall be equipped with main lugs only and capacity as required on Contract Drawings. Where main protection is required, automatic circuit breakers shall be used. A neutral bus of at least the same capacity as a live bus bar shall be provided for the connection of all neutral conductors. Each terminal shall be identified. All current carrying parts, exclusive of circuit breakers, shall be of copper with a minimum number of joints. The bus bar structure shall be a self-supporting unit, firmly fastened to a ½

- inch plastic board, extending the full length and width of assembly which shall 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 shall separate neutral bus from other parts of panel.
- D. **CIRCUIT BREAKER ASSEMBLY:** The entire circuit breaker and bus bar assembly shall be mounted on an adjustable metal base or pan and secured to the back of panel box. The panel shall have edges flanged for rigidity.
- E. **PANEL MOUNTING:** The panel shall be centered in the panel box to line up with door openings and set level and plumb so that no live parts are exposed with the door open.
- F. **PANEL CABINET:**
1. **PANEL CABINET INSTALLATION:** When installed surface mounted in panel closets they shall be mounted on Kindorf channel.
 2. Where cabinets cannot be set entirely flush due to shallow walls or partitions or where cabinet is extra deep, the protruding sides of cabinet shall 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:** Nameplates where required, shall be made of engraved Lamicoide sheet, or approved equal. Letters and numbers shall be engraved white on a black background (except for Firehouse projects which shall have white letters on a red background). The Contractor shall submit an engraved sample for approval as to design and style of lettering before proceeding with the manufacture of the nameplate. Nameplates shall be of suitable size and shall 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 shall 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., shall be submitted for approval.
- I. **DIRECTORIES:** A directory shall 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 Plasticile, Plexiglass, Lucite, Polycarbonate or approved equal that is not less than 1/16 inch thick over cardboard or heavy paper. The directory shall be typewritten and show the number of each circuit, the name of circuit and lighting or equipment supplied. The size of riser feeder shall be as indicated on directory. The dimensions of directory shall be submitted for approval for each size of panel.
- J. **CONSTRUCTION**
1. **FINISH:** Panel boxes, doors and trim for installation in dry locations, shall be zinc coated after fabrication by the hot-dip galvanizing or electroplate process on inside and outside surfaces. In damp locations, panel boards shall be enclosed and gasketed NEMA 3R type. Panel boards located outdoors or exposed to the weather shall be NEMA 3X type.
 2. **PAINTING:** Panel boxes, doors and trim shall receive a coat of approved priming paint and a second coat of approved paint in the field after installation. Paint shall be applied to the inside and outside of boxes and on both sides of trim. Panel trims and doors shall 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 shall apply to all motors furnished in the Contract.

- A. **MOTOR DESIGN:** All motors shall 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 shall prevail. Motors shall have standard NEMA frames and shall have nameplate ratings adequate to meet the specified conditions of operation. Motor performance under variable conditions of voltage and frequency shall be within the limits set in NEMA standards, unless modified in the Specifications. Motors shall be expressly designed for the hazard duty load, voltage and frequency as specified in the Contract. All motor windings shall be copper. All motors intended to operate on a 208 volt system shall 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 shall be considered as a standard for comparison. The requirements of the NEMA standards for motors and generators shall 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 shall bear a nameplate lettered "Quiet Motor." Springs and slip rings shall be of approved non-ferrous material.
- D. **BEARINGS:**
 - 1. Bearings, unless specified otherwise, shall be of the ball or roller type. Motors one (1) horsepower and larger that are equipped with ball roller bearings shall also have lubrication of the pressure-relief greasing type. The Contractor furnishing four (4) or more such motors shall also furnish, as part of the Contract, a pressure grease gun of rugged design, of approximately 10 ounce capacity, complete with necessary adapters. The Contractor shall also provide 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 shall in addition to having protected accessible fittings for oiling be provided with visible means for determining normal oil level. Lubrication shall be positive, automatic and continuous.
- E. **MOTOR TERMINALS AND BOXES:** Each motor shall 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 shall be furnished of ample size to make and house motor connections. These requirements shall be met irrespective of any other standards or practices. Size of cable terminals and conduit terminal box holes shall be subject to approval. For motors five (5) horsepower or larger, each terminal shall 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 shall be of cast iron with threaded hubs and gasketed covers. Cover screws shall be of non-corrosive material.
- F. **MOTOR TEMPERATURE RISES:** The motor nameplate temperature rises for the various types of motor enclosures shall 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 shall meet the requirements of NEMA standards for the size and type of the motors. Tests for heating shall 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 shall comply in design and safety features with such applicable codes, regulations and rulings, and shall 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 shall not exceed 1/4 horsepower.
- I. MOTORS RATED: ½ horsepower and larger shall 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 shall 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 shall 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 breaker, magnetic starter 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 shall furnish as many of these items as are 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 shall 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 30 horsepower, shall have magnetic across the line starters; motors rated above 30 horsepower shall be furnished with reduced voltage (autotransformer type) starter or part winding start with time delay to reduce inrush current. Size of starters shall be based on 200V operation.
 2. SLIP RING: A.C. Motors of the slip-ring type shall be furnished with primary across the line starters interlocked with secondary starting and regulating equipment. The interlocking feature shall 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 shall 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 shall be provided.

- D. **DISCONNECTING BREAKER:** All motor starters, unless otherwise specified, shall 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 shall be contained in the same housing with the starter and shall be operable from outside. Means shall 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 shall 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 shall be provided.
- G.
 - 1. **PANELS:** Motor control devices and appliances shall be mounted on approved insulating slabs with all wiring and connections made on the back of the slabs.
 - 2. **WIRING AND TERMINALS:** Wiring connections for currents of 100 Amperes or less may be made with copper wire or cable with special flameproof insulating coverings. Such wires shall be installed in a neat workmanlike manner, flat against the slab, and held in place by clips. Connections shall 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 shall 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.
 - 3. **COPPER BUS:** For currents exceeding 100 Amperes, copper bus shall be used in place of wires. The bus shall 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 shall provide sufficient areas to keep current density at not more than 1,000 Amperes per square inch.
- H. **COOPERATION:** The Contractor's subcontractor(s) who furnish electrically operated equipment shall 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.
- I. **SPARE PARTS:**
 - 1. **FURNISH:** The Contractor shall furnish the following spare parts pertaining to equipment furnished by each subcontractor.
 - One (1) set of contact fingers and springs and thermal elements for each three (3) (or fraction) of each size of magnetic contactor starter.
 - One (1) holding coil for each three (3) (or fraction) of each size of magnetic contactor starter.
 - 2. **WRAPPER MARKING:** All parts shall be delivered to the Resident Engineer neatly wrapped and boxed and plainly tagged and marked for identification and reordering.

END OF SECTION 01 35 06



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

GENERAL ELECTRICAL REQUIREMENTS
01 35 06 - 16

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 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" shall 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 and one or more safety representatives, Commissioner's designated representatives and other concerned parties for the purpose of reviewing the Contract Safety requirements. The Contractor's safety requirements shall be reviewed, and implementation of safety provisions pertinent to the Work shall 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 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. Work shall additionally 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 submit copies of shipping manifests and permits from applicable federal, state or local authorities and disposal facilities, and submit certificates that the material has been disposed of in accordance with regulations to the Resident Engineer.
- 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 Bureau of Environmental and Geotechnical Services (BEGS) through the Resident Engineer.
- E. Request for Subcontractor Approval: Any subcontractor performing environmental work shall submit required documentation for approval to perform such work as required by DDC's BEGS.

PART II – PRODUCTS

2.1 PERSONNEL PROTECTIVE EQUIPMENT:

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 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.
- B. The Commissioner shall determine whether the Contractor shall perform tests to determine if the material is hazardous. 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 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

SAFETY REQUIREMENTS PROCEDURES
01 35 26 - 4

**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. Temporary protection of historic materials during construction
 3. General Protection
 4. Protection during use of heat-generating equipment
 5. Photographic Documentation
 6. 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" shall 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. 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 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 work.
- B. Alternative Methods and Materials: If alternative methods and materials to those indicated are proposed for any phase of work, submit for Commissioner's approval a written description including evidence of successful use on other comparable projects, and program of testing to demonstrate effectiveness for use on this Project.
- C. 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. Special Experience Requirements: Special Experience Requirements may apply to the firm that will provide Historic Treatment Services. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.
- 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 PROTECTION, GENERAL:

- A. Comply with manufacturer's written instructions for precautions and effects of products and procedures on adjacent building materials, components, and vegetation.
- B. Ensure that supervisory personnel are present when work begins and during 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 shall 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 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 Commissioner immediately of drains or systems that are stopped or blocked. Do not begin Work of 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 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 shall 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 shall be given for each occurrence and location of work with heat-generating equipment.
 - 2. As far as practical, 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 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 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:

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:

For all projects involving a Landmark Structure or Site, the Contractor, at the completion of the work, shall 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 shall 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 New York City Landmarks Preservation Commission jurisdiction.

END OF SECTION 01 35 91



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

HISTORIC TREATMENT PROCEDURES

01 35 91 - 6

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:
- a. Definitions
 - b. Conflicting Requirements
 - c. Quality Assurance
 - d. Quality Control
 - e. Approval of Materials
 - f. Special Inspections (Controlled Inspection)
 - g. Inspections by Other City Agencies
 - h. Certificates of Approval
 - i. Acceptance Tests
 - j. 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 Document requirements.
- D. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
- E. Provisions of this Section do not limit requirements for the Contractor to provide quality-assurance and -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 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, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."
- H. 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 shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall 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" shall 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. 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.

1.5 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 shall comply with the most stringent requirement as determined by the Commissioner. The Contractor shall 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 shall 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 shall refer any uncertainties to the Commissioner for a decision before proceeding.

1.6 QUALITY ASSURANCE:

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required. Individual Specification Sections specify additional requirements.
- B. Installer Qualifications: Special Experience Requirements may apply to the firm that will install, erect or assemble specified work required for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.
- C. Manufacturer Qualifications: Special Experience Requirements may apply to the firm that will manufacture equipment, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.



- D. Fabricator Qualifications: Special Experience Requirements may apply to the firm that will fabricate material, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.
- E. Professional Engineer Qualifications: A professional engineer who is licensed 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 this Project in material, design, and extent.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. 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 Resident Engineer.
 - 2. Notify Resident Engineer 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 Design Consultant'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.

1.7 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.
 - 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 shall provide quality-control services as set forth in the Specifications and those required by Authorities having jurisdiction. The Contractor shall provide quality-control services 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 shall be borne by the Contractor and shall be deemed to be included in the Contract price. The Contractor shall 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 shall 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 shall not employ same entity engaged by the City, unless agreed to in writing by the Commissioner.
 4. The Contractor shall notify testing agencies and the Resident Engineer 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 shall submit a certified written report, in triplicate to the Commissioner, of each quality-control service.
 6. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
 7. The Contractor shall 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 shall engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Results shall be submitted in writing as specified in Section 01 33 00 SUBMITTAL PROCEDURES.
- D. **Retesting/Re-inspecting:** Regardless of whether the original tests or inspections were the Contractor's responsibility, the Contractor shall provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Associated Services:** The Contractor shall cooperate with entities performing required tests, inspections, and similar quality-control services, and shall provide reasonable auxiliary services as requested. The Contractor shall 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.
- F. **Coordination:** Coordinate sequence of 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.
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.
- G. **Manufacturer's Directions:** Where the Specifications provide that the manufacturer's directions are to be used, such printed directions shall be submitted to the Commissioner.
- H. **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 shall be subject to prior written approval by the Commissioner.
1. **NOTICE** - The Contractor shall give notice in writing to the Commissioner sufficiently in advance of its intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Commissioner will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, or the Commissioner will notify the Contractor that the inspection will be made at a point

other than the point of manufacture, or the Commissioner will notify the Contractor that inspection will be waived.

- I. No Shipping Before Inspection: The Contractor shall comply with the foregoing before shipping any material.
- J. Certificate of Manufacture: When the Commissioner so requires, the Contractor shall 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 shall include copies of the results of physical tests and chemical analyses where necessary, that have been made directly on the product, or on similar products being fabricated by the manufacturer. This may include such approvals as B.S.A., M.E.A., B.E.C. Advisory Board, etc.
- K. Acceptance: When materials or manufactured products shall comprise 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.
- L. Testing Compliance: The testing personnel shall make the necessary inspections and tests, and the reports thereof shall 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.
- M. Reports: Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Commissioner as a prerequisite for the acceptance of any material or equipment.
- N. 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.
- O. Furnish Designated Materials: Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Specifications, the Contractor shall immediately proceed to furnish the designated material or equipment.

1.8 APPROVAL OF MATERIALS:

- A. Local Laws: All materials, appliances and types or methods of construction shall be in accordance with the Specifications and shall in no event be less than that necessary to conform to the requirements of the New York City 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 shall 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 shall have a plant of ample capacity and shall have successfully produced similar products. All approvals of materials or equipment that are legally required by the New York City Construction Codes and other governing Authorities must be obtained prior to installation.
- C. All Materials: Fixtures, fittings, supplies and equipment furnished under the Contract shall 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 shall 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 shall inform the manufacturer or dealer of all the General Conditions and requirements herein contained.

1.9 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 New York City Construction Codes, shall 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 shall be an entity compliant with the requirements of the New York City Construction Codes. The Contractor shall 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 shall 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 shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring Special Inspection. The contractor shall be responsible for, and bear related costs to assure that all construction or work shall remain accessible and exposed for inspection purposes until the required inspection is completed.
4. Inspections and tests performed under "Special Inspection" shall 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.

1.10 INSPECTIONS BY OTHER CITY AGENCIES:

- A. Letter of Completion: Just prior to substantial completion of this 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.

1.11 CERTIFICATES OF APPROVAL:

- A. Responsibility: The Contractor shall be responsible for and shall 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 shall be forwarded to the Commissioner through the Resident Engineer.

1.12 ACCEPTANCE TESTS:

- A. Government Agencies: All equipment and appliances furnished and installed under the Contract shall conform to the requirements of the Specifications, and shall 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 shall give written notice to all concerned 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 shall 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 shall 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 shall only proceed as directed by the Resident Engineer. Additional costs resulting from retesting, re-inspecting, replacing of material and/or damage to the work and any delay caused to the schedule shall 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 shall 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

QUALITY REQUIREMENTS
01 40 00 - 8

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 shall mean and intend approved, acceptable or satisfactory to the Commissioner.
- C. Design Consultant: "Design Consultant" shall 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.
- 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 shall, 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.D.A.A.G.	Americans with Disabilities Act (ADA) – Architectural Barriers Act (ABA)
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 – includes: New York City Plumbing Code New York City Building Code New York City Mechanical Code New York City Fuel Gas Code
N.Y.S.D.O.L	New York State Department of Labor
N.Y.C.D.E.P	New York City Department of Environmental Protection
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 shall 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 New York City Construction Codes adopts a different or earlier dated version of such standard.
- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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
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)
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
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AIEE	American Institute of Electrical Engineers
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)

REFERENCES
01 42 00 -3



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
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industry International)
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)



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

BICSI	BICSI
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	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CIPRA	Cast Iron Pipe Research Association
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)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)

REFERENCES
01 42 00 -5



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
DOTn	U.S. Department of Transportation
EN	European Committee of Standards
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
EVO	Efficiency Valuation Organization
FEME	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.
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
ILI	Indiana Limestone Institute of America, Inc.
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)
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
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
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
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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

NGA	National Glass Association
NHLA	National Hardwood Lumber Association
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
NRMCA	National Ready Mixed Concrete Association
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)
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)



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)
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
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute)
UL	Underwriters Laboratories Inc.
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)
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

REFERENCES
01 42 00 -11



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

REFERENCES
01 42 00 -12



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:
- a. Temporary Water System
 - b. Temporary Sanitary Facilities
 - c. Temporary Electric Power, Temporary Lighting System, And Site Security Lighting
 - d. Temporary Heat
 - e. Dewatering Facilities And Drains
 - f. Temporary Field Office for Contractor
 - g. Resident Engineer's Office
 - h. Material Sheds
 - i. Temporary Enclosures
 - j. Temporary Partitions
 - k. Temporary Fire Protection
 - l. Work Fence Enclosure
 - m. Rodent and Insect Control
 - n. Plant Pest Control Requirements
 - o. Project Identification Signage
 - p. Security Guards/Fire Guards on Site
 - q. Project Sign and Rendering
 - r. 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.
- B. Permanent Enclosure: As determined by 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.

- C. Design Consultant: "Design Consultant" shall 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.

1.5 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 shall 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. Install, operate, maintain and protect temporary facilities, services and controls.
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.
 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 shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if the Drawings and/or the Specifications indicate that the Work, or specific components thereof, must be performed during other than regular working hours. In such case, all costs for the provision of temporary services, facilities and controls during other than regular working hours shall be deemed included in the total Contract Price.
- B. The Contractor shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if a change order is issued directing the Contractor to perform the Work, or specific components thereof, during other than regular working hours. In such case, compensation for the provision of temporary services, facilities and controls during other than regular working hours shall be provided through the change order.

1.8 SERVICES BEYOND COMPLETION DATE:

- A. The Contractor shall 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 punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor shall 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. Provide undamaged materials in serviceable condition and suitable for use intended.
- B. Tarpaulins: Waterproof, fire-resistant UL labeled with flame spread rating of 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 Department of Environmental Protection.

2.2 EQUIPMENT:

- A. Provide undamaged equipment in serviceable condition and suitable for use intended.
- B. Water Hoses: Heavy-duty abrasive-resistant flexible rubber hoses, 100 feet (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 will 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. 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. Provide each facility ready for use when needed to avoid delay. Do 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 shall furnish a Temporary Water System as set forth below.
 - 1. Immediately after the Commissioner has issued an order to start work, the Contractor shall file an application with the Dept. of Environmental Protection 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 work, the Contractor shall file an application with the Department of Environmental Protection's Bureau of Water Supply and obtain a permit to install the temporary water supply system. The system shall be installed and maintained for the use of the Contractor and its subcontractors. A copy of the above mentioned permit shall be filed with the Commissioner. The Contractor shall 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 shall 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 shall take the necessary precautions to prevent the temporary water system from freezing. The Contractor shall 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 shall 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 shall 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 shall restore the existing water system to conditions existing before initial use.
2. The Contractor shall be responsible for all repairs to the existing water system permitted to be used for temporary water service during construction. The Contractor shall 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 Department of Environmental Protection schedule of charges for Building Purposes.

C. WASH FACILITIES: The Contractor shall 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.

1. Dispose of drainage properly.
2. Supply cleaning compounds appropriate for each condition.
3. Include safety showers, eyewash fountains and similar facilities for the convenience, safety and sanitation of personnel.

D. DRINKING WATER FACILITIES: The Contractor shall provide drinking water fountains or containerized tap-dispenser bottled-drinking water units, complete with paper cup supplies. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg. F (7 to 13 deg. C).

3.3 TEMPORARY SANITARY FACILITIES:

- A. The Contractor shall 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 shall provide temporary single-occupant toilet units of the chemical, aerated recirculation, or combustion type for use by all construction personnel. Units shall be properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Quantity of toilet units shall comply with the latest OSHA regulations.
2. Toilets: 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 shall arrange for the use of existing toilet facilities by all personnel during the execution of the work. The Contractor shall be responsible to clean and maintain facilities in a condition acceptable to the Resident Engineer and, at completion of construction, to restore facilities to their condition at the time of initial use.
2. **MAINTENANCE** - The Contractor shall maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs.
3. **NUISANCES** - The Contractor shall not cause any sanitary nuisance to be committed by its employees or the employees of its subcontractors in or about the work, and shall 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 shall 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 shall 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 shall be provided as follows: The Contractor shall make all necessary arrangements with the Public Utility Company and pay all charges for the Temporary Electric Power system. The Contractor shall 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 shall make payment directly to the Public Utility Company.
- b. **APPLICATIONS FOR METER:** The Contractor shall make 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 shall 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 shall 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 shall be not less than 100 Amperes, 3-phase, 4-wire and shall be of sufficient capacity to take care of all demands for all construction operations and shall meet all requirements of the NYCEC.

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be responsible for all costs due to this change over of service and it shall 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 shall 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 shall be under the supervision of the Contractor, but this shall 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 shall 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 shall provide adequate service for the temporary lighting system, or a minimum of 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 shall 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 shall be located near entrance on ground floor.
 3. ITEMS: The Temporary Lighting System provided by the Contractor shall 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 shall 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, 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, shall be borne by the Contractor.
 6. PIGTAILS: shall be furnished with left-hand sockets with locked type guards and 40 feet of rubber covered cable. The Contractor shall 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 shall 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, shall be replaced by the Contractor. All lamps shall be compact fluorescent.
 8. CIRCUIT PROTECTION: The Contractor shall furnish and install GFI protection for the Temporary Lighting and Site Security Lighting Systems.
 9. MAINTENANCE OF TEMPORARY LIGHTING SYSTEM:
 - a. The Contractor shall maintain the Temporary Lighting System in good working order during the scheduled hours established.
 - b. The Contractor shall 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 shall be removed by the Contractor when authorized by the Commissioner.
 11. HAND TOOLS: The temporary lighting system shall 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 (FOR NEW CONSTRUCTION ONLY):
1. The Contractor shall furnish, install and maintain a system of site security lighting, as herein specified, to illuminate the construction site of the project, and it shall be connected to and energized from the Temporary Lighting System. All costs in connection with site security lighting shall 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 shall direct its subcontractors to cooperate, coordinate and exert every effort to accomplish an early complete installation of the site security lighting system. After the system is installed and in operation, if a part of the system interferes with the work of any trade, the Contractor shall 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 shall consist of flood lighting by pole mounted guarded sealed-beam units. Floodlight units shall be mounted 16 feet above grade. Floodlights shall 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 shall be installed in a manner acceptable to the Resident Engineer. The first lighting unit in each circuit shall be provided with a photoelectric cell for automatic control. The photoelectric cell shall be installed as per manufacturer's recommendations.
4. All necessary poles shall be furnished and installed by the Contractor.
5. The site security lighting shall be kept illuminated at all times during the hours of darkness. The Contractor shall, at its own expense, shall keep the system in operation, and shall furnish and install all material necessary to replace all damaged or burned out parts.
6. The Contractor shall be on telephone call alert for maintaining the system during the operating period stated above.
7. All materials and equipment furnished under this section shall remain the property of the Contractor and shall 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 shall mean 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 shall include the provision of heat to permit normal operations in such occupied areas.
 - a. The provision of Temporary Heat shall be in accordance with the temperature requirements set forth in Sub-Section 3.5 C herein.
 - b. The provision of Temporary Heat shall include the provision of: 1) all fuel necessary and required, 2) all equipment necessary and required, and 3) all operating labor necessary and required. Operating labor shall mean that minimum force required for the safe day to day operation of the system for the provision of Temporary Heat and shall include, without limitation, heating maintenance labor and/or Fire Watch as required by NYC Fire Department regulations. Operating labor may be required seven (7) days per week and during other than normal 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 shall include the provision of domestic hot water at the same temperature as the system which is being replaced. Domestic hot water shall 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, shall be 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 shall be 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 shall be 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 shall, 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 shall provide Temporary Heat in accordance with the approved plan until written acceptance by the Commissioner of the work of all Contractors, 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 shall 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 shall be responsible for the provision of Temporary Heat and shall 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 shall notify all its subcontractors and the Resident Engineer at least 30 days prior to the anticipated date that the building(s) will be enclosed.
 2. Commissioner Determination: The Commissioner shall 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 shall be responsible for the provision of Temporary Heat. The Commissioner's determination with respect to building enclosure shall 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 shall 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 shall 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 10 mil. Plastic 2) minimum 12 ounce waterproof canvas tarpaulins, or 3) a minimum three-eighths (3/8) inch thickness exterior grade plywood.
 - d. Temporary covers for openings shall be the responsibility of the Contractor and such work shall 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 shall be the GREATER of the following: 1) 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, shall be the GREATER of the following: 68 degrees Fahrenheit or the temperature requirement for the particular type of work set forth in the Contract Documents.

D. DURATION:

1. The Contractor shall be required to provide Temporary Heat 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. The Contractor shall 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 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 shall 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 consecutive calendar days 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 consecutive calendar days (ccd)s. At a minimum, a full heating season shall extend from October 15th to April 15th.

Contract Duration	Full Heating Seasons Required
up to 360 ccds	1 full heating season
360 to 720 ccds	2 full heating seasons
more than 720 ccds	3 full heating seasons

E. METHOD OF TEMPORARY HEAT:

1. The method of temporary heat shall be in conformance with the New York City Fire Code and with all applicable laws, rules and regulations. Prior to implementation, such method shall be subject to the written approval of the Commissioner.
2. The method of temporary heat shall:
 - 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 SHALL 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 shall 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 shall 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, shall coordinate its operations in order to insure sufficient and timely performance of all required work, including work performed by trade subcontractors. The Contractor shall 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 shall 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 shall provide proper ventilating and drying, open and close the windows and other openings when necessary for the proper execution of the work and also when directed by DDC. The Contractor shall 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
 - a. The Contractor shall provide all labor and materials to promptly furnish and set all required equipment and 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 shall 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, shall be made by the Contractor at his/her expense. The starting date for the warranty or guarantee period for such equipment shall 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 shall 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 shall be placed so as to comply with the requirements specified hereinbefore, and shall be connected, disconnected and suitably supported and located so as to permit construction work, including finish work such as wall plastering and painting, to proceed. The installation of the system for the provision of Temporary Heat by the Contractor, including the placing of ancillary system equipment, shall 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 shall 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 shall

include such allowance amount in its Total Contract Price. The Contractor shall 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 shall 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 shall be responsible for the provision of Temporary Heat, as directed by the Commissioner. The City shall pay such Contractor for all costs for labor, material, and equipment necessary and required for the same. Payment shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall 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 written acceptance by the Commissioner of the work, and that the need for such maintenance is not the fault of the Contractor, the Contractor shall provide the required maintenance of the permanent heating system for the period of time directed by the Commissioner. The City shall 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 shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall 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 shall be limited to the direct cost of such fuel. The Contractor shall 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 shall be responsible for providing the items set forth below and shall include all expenses in connection with such items in its Total Contract Price. The Contractor shall provide such items promptly when required and shall 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 shall 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 his Contract.
 - b. The Contractor shall 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 shall 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 other than normal working hours for the period of time required by seasonal weather conditions.

J. RELATED PLUMBING WORK:

1. The Contractor shall 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 shall include all expenses in connection with such items of work in its Total Contract Price. The Contractor shall provide such items of work promptly when required and shall 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 shall be responsible to provide such plumbing equipment to the City in near perfect condition and shall make any repairs required, other than for ordinary wear and tear on the equipment, at his expense. The starting date for warranty and/or guarantee period for such plumbing equipment shall be the date of Substantial Completion acceptance by the City.
3. For Projects requiring the installation of new and/or modified gas service, as well as associated meter installations, the Contractor shall 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 shall 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 shall be maintained at all times in proper working order.
4. Dispose of rainwater in a lawful manner that will not result in flooding 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 shall establish a temporary field office for its own use at the site during the period of construction, at which readily accessible copies of all Contract Documents shall be kept.
- B. The field office shall 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:** In charge of the office there shall be a responsible and competent representative of the Contractor, duly authorized to receive orders and directions and to put them into effect.
- D. Arrangements shall be made by the Contractor whereby its representative may be readily accessible by telephone.
- E. All temporary structures shall be of substantial construction and neat appearance, and shall be painted a uniform gray unless otherwise directed by the Commissioner.
- F. **CONTRACTOR'S SIGN** - The Contractor shall post and keep posted, on the outside of its field office, office or exterior fence or wall at site of work, a legible sign giving 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 event of an emergency at any time.

- G. ADVERTISING PRIVILEGES - The City reserves the right to all advertising privileges. The Contractor shall 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 shall provide and install a lockset for the door to secure the equipment in the room. The Contractor shall provide two (2) keys to the Resident Engineer. After completion of the project the Contractor shall 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 shall 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 1/2"D x 18"W.
 - b. One (1) 9000 B.T.U air conditioner or as directed by Commissioner. Wiring for the air conditioner shall 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 shall provide one (1) telephone, where directed and shall 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, shall remain the property of the Contractor.
 5. Computer Workstation quantities shall 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 shall, 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 shall be located at the Project site and shall be solely dedicated to the Project. Provision of the DDC Field Office shall commence within THIRTY (30) days from Notice to proceed and shall continue through forty-five (45) days after Substantial Completion of the required construction at the Project site. The Contractor shall 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 shall provide at its own cost and expense a mobile office trailer for use as the DDC Field Office. The Contractor shall install and connect all utility services to the

trailer within thirty (30) days from Notice to Proceed. The trailer shall have equipment in compliance with the minimum requirements hereinafter specified. Any permits and fees required for the installation and use of said trailer shall be borne by the Contractor. The trailer including furniture and equipment therein, except computer equipment specified in Sub-Section 3.8D.3 herein, shall remain the property of the Contractor.

3. Trailer shall be an office type trailer of the size specified herein, with exterior stairs at entrance. Trailer construction shall 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, 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 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 shall 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 FEILD OFFICE	2-1/2"

NOTE: In lieu of painting letters on 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 shall have aluminum insect screens. Provide wire mesh protective guards at all windows.
6. The interior shall 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 60 inches long by 36 inches wide with cabinet below and wall type plan rack at least 42 inches wide.
8. The washroom shall 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 shall 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 shall be furnished.
9. HVAC: The trailer shall be equipped with central heating and cooling adequate to maintain a temperature of 72 degrees during the heating season and 75 degrees during the cooling season when the outside temperature is 5 degrees F. winter and 89 degrees F. summer.
10. Lighting shall be provided via ceiling mounted fluorescent lighting fixtures to a minimum level of 50 foot candles in the open and private office(s) along with sufficient lighting in the washroom. Broken and burned out lamps shall be replaced by the Contractor. A minimum of four (4) duplex convenience outlets shall be provided in the open office and two (2) each in the private office(s). These outlets shall be in addition to special outlet requirements for computer stations, copiers, HVAC unit, etc.
11. Electrical service switch and panel shall 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 shall conform to the New York City Electrical Code.
12. The following movable equipment shall 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 shall 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 shall 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 shall be removed by the Contractor and shall be plugged at the mains. All piping shall become the property of the Contractor for Plumbing Work and shall be removed from the site, all as directed. All repair work due to these removals shall be the responsibility of the Contractor.
 - b. ELECTRICAL WORK:
 - 1) The Contractor shall 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 shall 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 shall 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., shall be removed and disposed of as directed.
 - 6) All repair work due to these removals shall be the responsibility of the Contractor.
- c. MAINTENANCE
- 1) The Contractor shall 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 shall be responsible for providing (a) all office supplies, including without limitation, pens, pencils, stationery, filtered drinking water and sanitary supplies, and (b) 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 shall remain solely and completely with the Contractor. The Contractor shall 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 Contractors shall have all services disconnected and capped to the satisfaction of the Commissioner. All repair work due to these removals shall be the responsibility of the Contractor.
- d. TELEPHONE SERVICE: The Contractor shall 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 shall include voice mail.
 - 4) A remote bell located on outside of trailer
 - 5) The telephone service shall continue until the trailer is removed from the site.
- e. PERMITS: The Contractor shall 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 shall 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, shall 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. The Contractor shall provide a high volume copy machine (50 copies per minute) for paper sizes 8½ x 11, 8½ x 14 & 11 x 17. Copier shall remain at job site until the DDC Field office trailer is removed from the site.

2. The Contractor shall 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 shall be new, sealed in manufacturer's original packaging and shall have manufacturers' warranties. All items shall remain the property of the City of New York at the completion of the project.
3. **COMPUTER WORKSTATION:** The Contractor shall provide one complete computer workstation, in quantities specified in Sub-Section 3.8.B.3, as specified herein:
 - a. **Hardware/Software Specification:**
 - 1) **Computer Equipment -** Computers shall be provided for all contracts that have a Total Consecutive Calendar Days for construction duration as set forth in Schedule "A" of 180 CCD's or greater. Contracts of lesser duration shall not require computers.
 - 2) Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Specific Requirements, contained herein, shall remain the property of the City of New York at the completion of the project and shall meet the following minimum requirements:
 - 3) **Personal Computer(s) – Each Workstation Configuration.**
 - a) **Make and Model:** Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
 - b) **Processor:** i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
 - c) **System RAM:** Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
 - d) **Hard Disk Drive(s):** 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger.
 - e) **CD-RW:** Internal CD-RW, 48x Speed or faster.
 - f) **16xDVD+/-RW** DVD Burner (with double layer write capability) 16x Speed or faster
 - g) **I/O Ports:** Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
 - h) **Video Display Card:** HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
 - i) **Monitor:** 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor.
 - j) **Available Exp. Slots:** System as configured above shall have at least two (2) full size PCI Slots available.
 - k) **Network Interface:** Integrated 10/100/1000 Ethernet card.
 - l) **Other Peripherals:** Optical scroll Mouse, 101 Key Keyboard, Mouse Pad and all necessary cables.
 - m) **Software Requirement:** Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010 or 2013; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft

Visio Standard Edition, as directed by the Resident Engineer.

- 4) DDC Field Office Specs: DDC Field Offices requiring computers shall be provided with the following:
- a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 – 5	5 Mbps
6 – 10	10 Mbps
11 – 15	15 Mbps
16 – 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com).

- b) One (1) 600 DPI HP Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper (Legal Size)
 - c) All necessary cabling for equipment specified herein.
 - d) Storage Boxes for Blank CD's
 - e) Printer Table
 - f) UPS/Surge Suppressor combo
- 5) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.
- 6) All Computer Hardware shall 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 shall be provided by the Contractor, and shall 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 Information Technology Services at 718-391-1761.
- 10) Ownership: The equipment specified above shall, unless otherwise directed by the Commissioner, be the sole property of the City of New York upon delivery to the DDC Field Office. The Contractor shall prepare and maintain an accurate inventory of all equipment which it purchases for the DDC Field Office. Such inventory shall be provided to the City of New York. Upon completion of the

required services, as directed by the Commissioner, the Contractor shall turn such equipment over to the City of New York.

E. HEAD PROTECTION (HARD HATS):

1. The Contractor shall provide a minimum of 10 standard protective helmets for the exclusive use of Department of Design and Construction personnel and their visitors. Helmets shall be turned over to the Resident Engineer and kept in the DDC Field Office.
2. Upon completion of the project, the helmets shall become the property of the Contractor.

3.9 MATERIAL SHEDS:

- A. Material sheds used by the Contractor for the storage of its materials shall 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. Store combustible materials apart from the facility.

3.10 TEMPORARY ENCLOSURES:

- A. 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, insulate temporary enclosures.

3.11 TEMPORARY PARTITIONS:

- A. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied tenant areas from fumes and noise.
 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 2 layers of 3-mil (0.07-mm) polyethylene sheet, extending sheets 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 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. Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
- B. Prohibit smoking in all areas.
- C. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

- D. 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. 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 shall furnish, erect and maintain a wood construction or chain-link fence to the extent shown on the drawings or required by the work enclosing the entire project on all sides. All materials used shall be new. Any permit required for the installation and use of said fence and costs shall be borne by the Contractor.
- B. WOOD FENCE shall be 7'-0" 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 shall be secured minimum 1/2 inch thick exterior grade plywood. Posts shall be firmly fixed in the ground at least 30" and thoroughly braced. Top edge of fence shall be trimmed with a rabbeted edge mould. Provide on the street traffic sides of fence, observation openings as directed.
 - 1. GATES - Provide an adequate number of double gates, complete with hardware, located as approved by the Resident Engineer. Double gates shall have a total clear opening of 14'-0" with two (2) 7'-0" hinged swinging sections. Hanging posts shall be 6" x 6" and shall extend high enough to receive and be provided with tension or sag rods for the swinging sections.
 - 2. PAINTING - The fence and gates shall 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" shall be painted on fence with three (3) inch high letters on 25 foot spacing for the entire length of fence on street traffic sides. Signs shall be stenciled five (5) feet above the sidewalk.
- C. CHAIN-LINK FENCING shall be minimum 2-inch thick, galvanized steel, chain-link fabric fencing; 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Fence shall be accurately aligned and plumb, adequately braced and complete with gates, locks and hardware as required. Under no condition shall fencing be attached or anchored to existing construction or trees.
- D.
 - 1. It shall 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 shall 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 shall be provided for protection of sidewalks and curbs.
 - 4. Where required, make provision for fire hydrants, lampposts, etc.
 - 5. REMOVAL - When directed by the Resident Engineer, the fence shall be removed.

3.14 RODENT AND INSECT CONTROL:

- A. DESCRIPTION: The Contractor shall 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 premises requiring such special attention.

B. MATERIALS:

- 1 All materials shall be approved by the New York State Department of Environmental Conservation 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 shall 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 shall 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 shall 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 shall be placed during the period of construction and any consumed or decomposed bait shall be replenished as directed.
- 3 At least one 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, shall be placed at locations that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (for example-birds) in the project area.
- 4 The Contractor shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The Contractor shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.
The Contractor shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the project area.
- 5 It is anticipated that public complaints will be addressed to the Commissioner. The Contractor, where directed by the Commissioner, shall 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.
- 6 Emergency service during the regular workday hours (Monday through Friday) shall be rendered within 24 hours, if requested by the Commissioner, at no additional cost to the City.

F. EDUCATION & NOTICES:

- 1 The Contractor shall post notices on all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. The Contractor shall provide and distribute literature pertaining to 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 shall 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 shall keep a record of all rodent and waterbug infestation surveys conducted by him/her and make available, upon request, to the Commissioner. The findings of each survey shall include, but not be limited to, recommended Integrated Pest Management (IPM) techniques, like baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.
2. The Contractor shall 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, shall 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 New York State Department of Agriculture and Markets (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 sub-contractor performing tree work has entered into a compliance agreement with NYSDAM. The terms of said compliance agreement shall be strictly complied with. Any host material so removed shall be delivered to a facility approved by NYSDAM. For the purpose of this contract host material shall be ALL species of trees.
 2. Any host material that is infested with the Asian Longhorned Beetle 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 shall submit to the Commissioner a copy of a valid Asian Longhorned Beetle compliance agreement entered into with NYSDAM and the Contractor or its sub-contractor performing tree work. If any host material is transported from the quarantine area the Contractor shall 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 shall be defined as all five boroughs of the City of New York. In addition, prior to the start of any tree work, the Contractor shall contact the

NYC Department of Parks & Recreation's 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 shall retain a Certified Arborist, as defined by New York City Department of Parks and Recreation (NYCDPR) regulations, to provide the services described below.
1. Surveys and Reports: The Certified Arborist shall, 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; (3) evaluation of the general health and condition of any infected plant material.
 2. Frequency of Reports: The Certified Arborist shall 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 24 months in duration, the Certified Arborist shall conduct a survey and prepare a report at the midpoint of construction. Copies of each plant material assessment report shall 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 shall 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 50 (fifty) feet of the project's Contract Limit Lines (CLLs) or Property Lines (PLs).
 - b. Any part of the tree or shrub stands within 50 (fifty) 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 50-foot inclusionary perimeter as outlined above.
 4. Tree Protection Plan: The Certified Arborist shall prepare, and the Contractor shall 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 NYCDPR jurisdiction as determined by the Department of Transportation, and (4) all trees that are located in proximity to the project site, as defined above. The Tree Protection Plan shall comply with the NYC 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 shall be submitted to the Resident Engineer prior to the commencement of construction. Implementation of the Tree Protection Plan for street trees and trees under NYCDPR jurisdiction shall 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 50 feet of the intersection of the project's site's property line with the street frontage property line.

- C. No Separate Payment. No separate payment shall 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 shall be deemed included in the Contractor's bid for the Project.

3.16 PROJECT IDENTIFICATION SIGNAGE:

- A. The Contractor shall 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 shall furnish and install a sign at the entrance (gates) as follows:

NO TRESPASSING

AUTHORIZED PERSONNEL ONLY

- C. If no construction fence exists at the site, this notice shall 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 shall produce and install one (1) project sign which shall be posted and maintained upon the site of the project at a place and in a position directed by the Commissioner. The Contractor shall protect the sign from damage during the continuance of work under the Contract and shall 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 shall 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 shall provide all materials required for the production of the sign as specified herein. Workmanship shall be of the best quality, free from defects and shall be produced in a timely manner.
 - 3 Schedule: Upon project mobilization, the Contractor shall commence production and installation of the sign.
 - 4 Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project sign away from the site.
 - 5 Sign construction:
 - a. Frame: The frame shall be from quality dressed 2"x2" pine, fire retardant, pressure treated lumber, that surrounds the inside back edge of the sign. The sign shall have one (1) intermediate vertical and two (2) diagonal supports, glued and screwed for rigidity. Frame shall be painted white with two (2) coats of exterior enamel paint, prior to mounting of sign panel.
 - b. Edging: U-shaped, 22 gauge aluminum edging, with a white enameled finish to match sign



background, shall run around entire edging of sign panel and frame. Corners shall be mitered for a tight fit. Channel dimensions shall 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 shall be constructed in one (1) piece of 14 gauge (.0785") 6061-T6 aluminum. This panel shall 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 shall 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 shall insert the project name and names and titles of personnel (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 shall 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 shall 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 shall 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 shall 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 shall 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 shall provide 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 shall 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 shall be no less than one (1) Security Guard on duty every day, including Saturdays, Sunday and Holidays, 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 shall not apply after the finishing painting of the plaster work is commenced; thereafter, not less than one (1) Security Guard shall be on duty continuously, 24 hours a day.

2. Every Security Guard shall be required to hold a "Certificate of Fitness" issued by the Fire Department. Every Security Guard shall, 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 shall be replaced by the Contractor upon the written demand of the Commissioner.
 4. Each Security Guard furnished by the Contractor shall 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 shall 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 shall 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 shall 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 shall 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, shall 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, shall be replaced by the Contractor at no additional cost to the City.

END OF SECTION 01 50 00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

TEMPORARY FACILITIES, SERVICES AND CONTROLS
01 50 00 -28

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 15 Stories
 - b. For New buildings over 15 Stories
 - c. For Existing Buildings
 2. Temporary Construction Hoists and Hoist ways (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 15 STORIES:

- A. **INSTALLATION:** The Contractor shall 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, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall 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 shall 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 shall 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 shall 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, 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 shall include all costs in connection with the temporary elevator, including without limitation, the costs specified herein.
- D. **COMMENCEMENT OF SERVICE:** The Contractor shall begin to provide temporary elevator service using the selected main passenger elevator no later than eight (8) weeks (40 working 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 (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed the following work shall have been completed:
1. The shaft shall have been completely enclosed by either the permanent or a temporary enclosure meeting the requirements of the law.
 2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
 3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks and any necessary approved wire mesh barricades for adjacent shaft ways.
 4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.
- E. **ELECTRICAL INSTALLATION:** The Contractor, not later than 20 calendar days after the machine room roof slab or that portion of its surrounding the elevator has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected 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 shaft way and for the car control and signal traveling cables. The Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.
- F. **REMOVAL:** When elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall 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 shall 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 shall furnish and install new governor and compensating ropes, new traveling cables and new controller parts, etc. The car and counterweight safeties shall 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 shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

- H. **REPLACEMENT:** The Contractor shall 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, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned. Where lubricated rails are used they shall 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., shall be borne by the Contractor except for the replacement of hoisting ropes.
- I. **LIMITATIONS ON USE:** The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and 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 shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall 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 \$100 per day for each day it fails to provide the temporary elevator service described in this section beginning with the 41st working 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 15 STORIES:

- A. **INSTALLATION:** The Contractor shall 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, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall 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 shall 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 shall not be operated simultaneously.
- B. **RESPONSIBILITY:** The Contractor shall 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 shall 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 shall

include all costs in connection with the temporary elevators, including without limitation, the costs specified herein.

- D. **LOW RISE ELEVATOR:** The Contractor shall begin to provide temporary elevator service using one (1) selected main passenger elevator no later than six (6) weeks (30 working days) after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. No later than one (1) week, five (5) working days, after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped the following work shall have been completed:
1. The shaft shall have been completely enclosed up to the 12th Floor by either the permanent or a temporary enclosure meeting the requirements of the law.
 2. A temporary machine room enclosure shall have been provided at the 11th Floor and shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
 3. There shall have been installed on all floors up to and including the 9th Floor at the shaft entrances to the elevator, solid substantial wood frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.
 4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.
- E. **ELECTRICAL INSTALLATION:** The Contractor not later than 10 calendar days after the 12th Floor slab or that portion of it surrounding the elevator, has been poured and stripped, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected such feeders to the terminals on the starter panels or controllers in the temporary machine room, to the low voltage transformers and car light outlets in the center of the shaftway and for the car control and signal traveling cables. The Contractor shall 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 shall begin to provide temporary elevator service to all floors, using a selected main passenger elevator, no later than eight (8) weeks (40 working 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 (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed, the following work shall have been completed:
1. The shaft shall have been completely enclosed by either the permanent or temporary enclosure, meeting the requirements of the law.
 2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
 3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.
 4. There shall have been furnished and installed, solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.
- G. **ELECTRICAL INSTALLATION:** The Contractor, not later than 20 calendar days after the machine room slab or that portion of it surrounding the elevator shaft has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the high rise elevator to be used for

- temporary service and shall have connected 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 shall 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 shall be shut down.
 - I. REMOVAL: When one (1) or more elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall remove the temporary enclosures and 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 shall 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 shall furnish and install new governor and compensating ropes, new traveling cables, new controller parts, etc. The car and counterweight safeties shall 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 shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.
 - K. REPLACEMENT: The Contractor shall 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, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheaves spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall 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., shall be borne by the Contractor except for the replacement of hoisting ropes.
 - L. LIMITATIONS ON USE: The temporary elevators shall not be used during their operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and 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 shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall 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 \$100 per day for each day it fails to provide the temporary elevator service described in this Section beginning with the 31st working day after the 12th Floor slab, or that portion of the 12th 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, and 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 shall 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 shall 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 shall 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, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall 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., shall 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 shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.
- D. **LIMITATIONS ON USE:** The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and 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 shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall 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 \$100 per day for each day it fails to provide elevator services described in this section beginning with 15 consecutive calendar days from Notice to Proceed. 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 shall 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 shall be constructed at such locations as will 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 shall 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.
- C. **ELEVATOR SHAFT:** Wherever possible, one or more of the permanent elevator shafts may be used as temporary hoist ways, providing such use complies with the requirements of the Building Code of the City of New York and has been approved by the Commissioner, and providing further it entails no interference with the progress of the work.
- D. **PROTECTION FOR INTERIOR HOISTS:** All interior material hoist ways shall be enclosed on each floor and shall be adequately protected with appropriate safety guards. In no event shall the protection be less than that required by law.

END OF SECTION 01 54 11

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 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 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 sites 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 shall comply with requirements of Chapter 33 (Safeguards During Construction or Demolition) of the 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 shall designate and employ a Jobsite Safety Coordinator, who shall be a competent person, who shall 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 supported scaffold certificate of completion. An alternate shall also be designated, in the event that the Jobsite Safety Coordinator is absent. The Jobsite Safety Coordinator shall:
 - 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.
 12. Keep a log of significant actions and events connected with the scaffolding.
- B. The Contractor shall be responsible for erecting, maintaining and dismantling the scaffolding and/or sidewalk shed in conformance with requirements of the New York City Building Code, OSHA and the Contract documents, including the specifications. The Contractor shall also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.
- C. The Contractor shall 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 shall be responsible to ensure the following: (1) that the installation design is in compliance with requirements of the New York City 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 New York City Department of Buildings approved training provider are mandatory. These users have the duty to become familiar with the New York City 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 shall prepare, obtain and submit the following to the Resident Engineer:

- A. NYC Department of Buildings 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;
 16. All sidewalk sheds shall 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 shall be issued for each inspection and pull-test below, and shall be logged and maintained on site by the Jobsite Safety Coordinator for the duration of the project.
- B. Pull testing shall be required during design, and during or post erection, where anchorage is made into masonry. The Scaffold Engineer shall specify the test method, proof load and the number of trials.
- C. Sidewalk sheds shall be inspected after initial installation, major modification, or damage and thence every three months. Inspections shall be by a Scaffold Engineer for custom sheds and by a Competent Person employed by the Contractor for standard sheds.
- D. Scaffolds shall be inspected by the Scaffold Engineer during erection, post-erection and prior to use and thence every three months. The Scaffold Engineer shall repeat inspections after major alteration/modification, damage.
- E. A Qualified Person assigned by the Contractor shall 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 shall 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 shall 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 be available on-site at all times.
- 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 shall 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 shall 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



No Text

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

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.
- B. Design Consultant: "Design Consultant" shall 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.

1.5 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 II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 DELIVERY OF MATERIALS:

- A. Material Orders: The Contractor shall furnish to the Commissioner a copy of each material order, indicating date of order and quantity of material, and shall also notify the Commissioner when materials have been delivered to the site and in what quantities.
- B. Ample Quantities: The Contractor shall deliver materials in ample quantities to insure 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 shall be delivered with unbroken seals and shall bear proper labels.
- D. Deliveries: The Contractor shall coordinate deliveries in order to avoid delaying or impeding the progress of the work.
- E. Handling: The Contractor shall 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, and periodically inspect to assure that stored products are undamaged and are maintained under required conditions.
- G. Stacking: All materials shall be properly stacked in convenient places adjacent to the site, or where directed, and protected in a satisfactory manner. Stacked materials shall be so arranged as to not interfere with visibility of traffic control devices.
- H. Overloading: If authority is given to store materials in any part of the project area, they shall 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 shall 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 shall devote its time and personal attention to the work and shall employ and retain at the project site, from the commencement until the entire completion of the work, a Contractor's Construction Superintendent. The Contractor's Construction Superintendent shall be registered with the New York City Department of Buildings in compliance with the Construction Superintendent Rule of the City of New York and shall be competent and capable of maintaining proper supervision and care of the work and shall be acceptable to the Commissioner. The Construction Superintendent shall, in the absence of the Contractor, and irrespective of any superintendent or foreman employed by any subcontractor, shall see that the instructions of the Commissioner are carried out.
- B. **Replacement:** The Contractor's Construction Superintendent on the job shall 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 of the Contractor in connection with the performance of the work.
- B. **Responsibility:** The Contractor shall establish all other lines and elevations required for its work and shall be solely responsible for the accuracy thereof.
- C. **Safeguard All Points:** The Contractor shall safeguard all points, stakes, grade marks and bench marks made or established by the Contractor on the work, shall re-establish same if disturbed and bear the entire expense of rectifying the work improperly installed due to not maintaining, not protecting or removing without authorization such established points, stakes, or marks.
- D. **City Monuments and Markers:** No work shall be performed near City monuments or marks so as to disturb them until the said monuments or marks have been referenced or reset or otherwise disposed of by the relevant Agency or party who installed them.
- E. **Foundations:** The Contractor shall 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 shall 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 shall establish the permanent lines of exterior walls. The Contractor shall furnish promptly, 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 shall 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, shall be a land Surveyor licensed in the State of New York and shall be subject to the approval of the Commissioner. The Surveyor shall not be a regular employee of the Contractor, nor shall the Surveyor have any interest in the Contract. The Surveyor shall not be employed by the Contractor in laying out any work, it being intended that the Surveyor's certification shall represent an independent and disinterested verification of such layout. The Surveyor shall report to the Department of Design and Construction's 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 shall 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 drawings shall be noted on the final certificate and there shall be included 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 shall submit to DDC for submission to the Department of Buildings a final Survey by the licensed Surveyor showing the location of the new Structure, before completion of the Structure. This Survey shall 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 Structures on the plan, together with the location and boundaries of the lot or plot upon which the Structure 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 shall 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 forces of the Department of Design and Construction 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, if any were referred to, were actually taken from the site at the times, places and in the manner indicated. The samples are available for inspection in the Department of Design and Construction Subsurface Exploration Section.
 - 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 and 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 work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, 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, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with the subcontractor responsible for installation or application present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 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.
 - 4. 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 the NYC 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 the NYC Department of Buildings (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 shall comply with all federal, state and local asbestos regulations affecting the work for this Contract.
- B. Contractor Responsibility: The Contractor shall comply with all federal, state and local environmental regulations, including without limitation USEPA and OSHA regulations which require the Contractor to assess if lead based paint will be disturbed during the work in order to protect his/her workers and the building occupants from migration of lead dust into the air. The Contractor shall comply with all federal, state and local environmental waste disposal regulation 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 shall verify all dimensions and conditions on the job so that all work will properly join the existing work.
- B. The Contractor, before commencing work, shall examine all adjoining work 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 shall report to the Commissioner any condition that will prevent it from performing work that conforms to the required standard.

- C. Existing Utility Information: 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. Coordinate with authorities having jurisdiction.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.8 DEFERRED CONSTRUCTION:

- A. Where necessity for deferred construction is certified by the Commissioner, in order to permit the installation of any item or items of equipment required to be furnished and installed concurrent with the time allowed for doing and completing the work of the Contract, the Contractor shall defer construction work limited to adequate areas as approved by the Commissioner.
- B. The Contractor shall 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: 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.
- 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 shall 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 shall be responsible for all costs in connection with such regulatory compliance, unless otherwise specified in the Contract.

3.11 TRANSPORTATION:

- A. Availability: It shall be the duty of the Contractor to determine the availability of transportation facilities and dockage for the use of its employees, equipment and material 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 shall 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 shall 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 shall 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: In the event that timely delivery of sleeves and other materials cannot be made, and to avoid delay, 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 shall fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in shall 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 shall submit to the 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 shall be stamped and returned if approved and/or comments will be transmitted. The Contractor shall 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 shall not predicate its layout work on unapproved sketches.

3.14 CUTTING AND PATCHING:

- A. Responsibility: The Contractor shall do all cutting, patching and restoration required by its work, unless otherwise particularly specified in the Specifications.
- B. Restore Work: The Contractor shall restore any work damaged during the performance of the work.
- C. Competent Workers: All restoration work shall 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 shall 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 Commissioner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- G. Existing Warranties: 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 shall 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, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized. Comply with requirements of Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
- B. Rubbish: Rubbish shall not be thrown from the windows or other parts of the project. Mason's rubbish, dirt and other dust-producing material shall be wetted down periodically.
- C. Location: The Contractor shall clean Project site and work area daily and sweep up and deposit, at a location designated on each floor, all of its rubbish, debris and waste materials, as it accumulates and when directed by the Resident Engineer. Wood crating shall 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 7 days during normal weather or 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: The Contractor shall be responsible for the removal of all rubbish, etc., from the site. The Contractor shall remove from the designated locations all piles of rubbish, debris, waste material and wood crating as they accumulate and when directed by the Resident Engineer, and shall remove them from the site. The Contractor shall employ and keep engaged for this purpose an adequate number of laborers.
- E. Surplus Materials: The Contractor shall 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 shall 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 shall thoroughly clean all equipment and materials furnished and installed and shall 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 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 shall take over and maintain the Project site, after order to start work.
- B. The Contractor shall 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 shall, 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 shall 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 shall 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 shall take over and maintain all project areas, after order to start work.
- B. Until the date of Final Acceptance, the Contractor shall be responsible for the safety of all project areas, including water, gas, electric and other mains and pipes and conduits and shall 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 shall be kept clear at all times, maintained, and if damaged, repaired to serviceable conditions with materials to match existing.
- D. The Contractor shall 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, shall comply with the New York City Dept. of Buildings, Bureau of Electrical Control requirements.

3.23 OBSTRUCTIONS IN DRAINAGE LINES:

- A. The Contractor shall 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 shall be kept clear of any and all debris. Any stoppage shall be repaired immediately at the expense of the Contractor.

END OF SECTION 01 73 00

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 CONSTRUCTION RECORD DOCUMENTS
- G. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS 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.
- B. Design Consultant: "Design Consultant" shall 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. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk or the like.

- D. Construction and Demolition 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.
- E. Diversion from Landfill: To remove, or have removed, from the site for recycling, reuse or salvage, material that might otherwise be sent to a landfill.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.
- G. 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.
- H. Return: To give back reusable items or unused products to vendors.
- I. Reuse: To reuse excess or discarded construction material in some manner on the Project site.
- J. Salvage: To remove a waste material from the Project site for resale or reuse.
- K. 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.
- L. 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.

1.5 WASTE MANAGEMENT PERFORMANCE REQUIREMENTS:

- A. The City of New York has established that this project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, inaccurate planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the waste that is generated during demolition, as many of the waste materials as economically feasible, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall 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 LEED (Leadership in Energy and Environmental Design) 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. A minimum of 75% of total Project demolition waste (by weight) shall be diverted from landfill. 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
 11. Reuse items indicated on the Drawings and/or elsewhere in the Specification
- E. All fluorescent lamps, HID lamps and mercury-containing thermostats removed from the site shall be recycled.
- 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.

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); also there are outlets that will pick up, and in some cases buy recyclable materials. Examples of information resources are as follows:
1. DDC's Sustainable Design web site:
http://www.nyc.gov/html/ddc/html/design/sustainable_home.shtml This includes a manual on Construction and Demolition Waste Reduction and Recycling, a Sample Waste Management Plan and sample C&D Waste Management log. A standard Construction and Demolition Waste Management Log form is included at the end of this section.
 2. Web Resources
(Information only; no warranty or endorsement is implied.)
www.wastematch.org Site of New York Waste Match, a materials exchange database and service
www.bignyc.org Site of Build It Green NYC, a non profit outlet for salvaged and surplus building materials
www.usgbc.org Site of the United States Green Building Council, with a description of the LEED certification process and requirements for C&D waste recycling
www.epa.gov/epawaste/index.htm Site of the U.S. Environmental Protection Agency that discusses construction and demolition waste issues, and links to other resources.

1.7 SUBMITTALS:

- A. The Contractor shall be responsible for the development and implementation of a Waste Management Plan for the Project. The Contractor's subcontractors shall assist in the development of that Plan, and collect and deposit their waste and recyclable materials in accordance with the approved Plan.
- B. DRAFT WASTE MANAGEMENT PLAN. Within fifteen (15) days after receipt of 'Notice to Proceed', or prior to any waste removal, whichever occurs sooner, the Contractor shall submit to the Commissioner a Draft Waste Management Plan. Include separate sections for demolition and construction waste. The Plan shall demonstrate how the performance goals will be met, and contain the following:



1. List of materials targeted for reuse, salvage, or recycling, and names, addresses, and phone numbers of receiving facilities/companies that will be purchasing or accepting each material.
 2. Description of onsite and/or offsite sorting methods for all materials to be removed from site.
 3. If mixed construction and demolition waste is to be sorted off-site, provide a letter from the processor stating the average percentage of mixed construction and demolition waste they recycle.
 4. Landfill information: Names of landfills where non-recyclable/reusable/salvageable waste will be disposed, and list of applicable tipping fees.
 5. Materials handling procedures: 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.
 6. Transportation: A description of the means of transportation and destination for recycled materials.
 7. Meetings: Description of regular meetings to be held to address waste management.
 8. Sample spreadsheet and description of how the implementation of the plan will be documented on a monthly basis.
- C. **FINAL WASTE MANAGEMENT PLAN.** Within fifteen (15) days of Commissioner's approval of the Draft Plan, the Contractor shall submit a Final Waste Management Plan.
- D. **PROGRESS REPORTS.** The Contractor shall submit monthly a 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 jobsite waste. A DDC C&D Waste Management Log form is available on the DDC Sustainable Design website and 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 Category
 - d. Total quantity of waste, in tones/cubic yards, by type
 - e. Quantity of waste salvaged, recycled and/or reused, by type
 - f. Total quantity of waste diverted from landfill (recycled, salvaged, reused) as a percentage of total waste
 - g. 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 measure 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 shall 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 shall save such original documents for the life of the project plus seven (7) years.
- E. **LEED Submittal:** For LEED designated projects submit LEED Letter Template for Credit 2.2, 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.
- F. **Refrigerant Recovery.** Submit Qualification data for Refrigerant recovery technician. Statement of refrigerant recovery, signed by the 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.

1.8 QUALITY ASSURANCE:

- A. The Contractor shall designate a Waste Management Coordinator, to ensure compliance with this section. Coordinator shall be present at Project site full time 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 shall be discussed at the following meetings:
 - 1. Pre-demolition kick-off meeting
 - 2. Pre-construction kick-off meeting
 - 3. Regular job-site meetings
 - 4. Contractor toolbox meetings

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 WASTE PLAN IMPLEMENTATION:

- A. The Contractor shall implement the Waste Management Plan, coordinate the Plan with all affected trades, and designate one individual as the Construction Waste Management 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 shall 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 shall oversee and document the results of the Plan. Monies received for salvaged materials shall remain with the Contractor, except the monies for those items specifically identified elsewhere in the specifications, or indicated on the drawings as belonging to others.
- C. Responsibilities of Subcontractors: Each subcontractor shall be responsible for collecting its waste, non-returned surplus materials, and rubbish, in accordance with the Waste Management Plan.
- D. Distribution. The Contractor shall distribute copies of the Waste Management Plan to each Subcontractor, Resident Engineer, Construction Manager, and Commissioner.
- E. Instruction: The Contractor shall provide on-site instruction of proper waste management procedures to be used by all parties in appropriate stages of the Project.
- F. Procedures. Conduct waste management operations to ensure minimum interference with site vegetation, roads, streets, walks and other adjacent occupied and used facilities.
 - 1. Collect co-mingled 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.

3. Comply with the General Conditions for controlling dust and dirt, environmental protection, and noise control.

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 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT LOG

No Text



**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
 6. Repair of the Work
- 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, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED 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 shall be in accordance with ASHRAE and USGBC LEED- NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall 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 & 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.
- B. Design Consultant: "Design Consultant" shall 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. Substantial Completion: shall mean the written determination by the Commissioner that the Work required under the Contract is substantially, but not entirely, complete.
- D. Final Acceptance: shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

1.5 SUBSTANTIAL COMPLETION:

- A. Preliminary Procedures: Before requesting inspection to determine the date of Substantial Completion, the Contractor shall 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. 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 shall 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 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 shall request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2 Results of completed inspection will form the basis of requirements for Final Acceptance.

1.6 FINAL ACCEPTANCE:

- A. Preliminary Procedures: Before requesting final inspection for Final Acceptance of the Work, the Contractor shall 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 Record 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, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
 - 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 shall state that each item has been completed or otherwise resolved for acceptance, and shall 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, spare parts, extra stock 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 shall 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 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. The items of materials and/or equipment for which manufacturer warranties are required are listed in Schedule B of the Addendum. For each item of material and/or equipment listed in Schedule B, 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 in Schedule B and will be replaced or repaired within such specified period. The contractor shall 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 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 entire Project or for a portion of 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 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.

3.2 REPAIR OF THE WORK:

- A. Subject to the terms of the Contract the Contractor shall complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Contractor shall 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 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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 77 00

CLOSEOUT PROCEDURES
01 77 00 -6

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, Department of Buildings (DoB); Department of Transportation (DoT); Department of Environmental Protection (DEP); Fire Department (FDNY); etc. Documentation to include, but 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.
 - 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 Record Documents as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, including but not limited to; approved documentation from Governing Authorities; as-built record drawings and specifications; product data; operation and maintenance manuals; Final Completion construction photographs; damage or settlement surveys; final property surveys; and similar final record information. 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 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, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
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, spare parts, extra materials, 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.
15. Complete final cleaning requirements, including touchup painting.
16. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

CLOSEOUT PROCEDURES
01 77 00 -8

**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. As-built Contract Record Drawings.
 2. As-built marked-up copies of Record Specifications, addenda and Change Orders.
 3. As-built marked-up Product Data
 4. Record Samples
 5. Construction Record Photographs
 6. Operating and Maintenance Manuals
 7. Final Site Survey
 8. Guarantees and Warranties
 9. Waste Disposal Documentation
 10. LEED Materials and Matrix
 11. Miscellaneous Record Submittals
- B. The Department of Design and Construction, at the start of construction (kick-off meeting), will furnish to the Contractor at no cost a complete set of Contract Drawings Mylars (reproducible) 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 Mylar (reproducible) 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 shall maintain, during the progress of the work, an accurate record of the work as actually installed, on Contract Record Drawings, on Mylar (reproducible), in ink. Store record documents and samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain 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.

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 shall also show all connections, valves, gates, switches, cut-outs and similar operating equipment.

For projects designated to achieve a LEED rating the Contractor shall 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 shall 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.
- B. Design Consultant: "Design Consultant" shall 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.

1.5 SUBMITTALS:

- A. As-Built Contract Record Drawings: Comply with the following:
 1. Progress Submission: As directed by the Resident Engineer, submit progress As-Built Contract Record Drawings at the 50% Construction Completion stage.
 2. Final Submission: Before substantial completion payment, the Contractor shall furnish to the Commissioner one (1) complete set of marked-up Mylar (reproducible) As-Built Contract Record Drawings, in ink indicating all of the work and locations as actually installed, plus one (1) set of paper prints which will be furnished to the sponsoring agency by DDC.
 3. As-Built Contract Record Drawings shall 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 shall bear the legend "AS-BUILT CONTRACT RECORD DRAWING" in heavy block lettering, one half (1/2) inch high, and contain the following data:

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. Record Drawing Title Sheet: The Contractor shall prepare a title sheet, the same size as the Contract Record Drawings, which shall 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 negatives 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 shall 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, 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 shall 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 Commissioning Authority/Agent (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 shall 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 shall maintain one set of blue- or black-line white prints as applicable of the Contract Drawings and Shop Drawings. If applicable, the Record Contract Drawings and Shop Drawings shall 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 shall mark Record Prints 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 shall be distinctly encircled and identified by Change Order number correlating to changes listed on the "Title Sheet." The Contractor shall 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 Drawings.
 2. Revisions to details shown on 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.
 14. Record information on the Work that is shown only schematically.
- C. Progress Record Mylar's (reproducible): As directed by the Resident Engineer at 50% construction completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When directed by the Resident Engineer transfer progress mark-ups to a full set of Mylar's (reproducible) and submit one blue line or black line record copy to the Resident Engineer. The marked-up Mylar's (reproducible) shall be retained by the contractor for completion of mark-up and final submission.
- D. Final Contract Record Mylar's (reproducible): Immediately before final inspection for Certificate of Substantial Completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When authorized, complete mark-up of a full set of corrected Mylar's (reproducible) 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. Print the As-Built Contract Drawings and Shop Drawings for use as Record Transparencies 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 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 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 shall meet with the Resident Engineer at the site to determine which of the Samples maintained during the construction period shall 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 OPERATING AND MAINTENANCE MANUALS:

- A. The Contractor shall 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 shall be the same color. When multiple binders are used, correlate data into related consistent groupings. Binder front shall 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 shall 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. Arrange content by systems under Specification Section numbers and sequence of Table of Contents of the Project manual. Provide tabbed flyleaf for each separate product, equipment and/or system/subsystem with typed description of product and major component parts of equipment.
- E. Safety warnings or cautions shall be visibly highlighted within each maintenance procedure. Use of such highlights shall be limited to only critical items and shall not be used in an excessive manner which would reduce their effectiveness.
- F. 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.
- G. 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.
- H. All material within manuals shall be new. Copies used for prior submittals or used in construction shall not be used.
- I. Submit preliminary and final manual editions to the Commissioner according to the approved progress schedule.
- J. Manuals shall present all technical material to the greatest extent possible, with respect to text, tabular matter and illustrations. Illustrations shall preferably consist of line drawings. All applicable drawings shall be included. If available, color photograph prints may be included.
- K. Preliminary manual editions shall be as technically complete as the final manual edition. All illustrations shall be in final forms.
- L. Final manual editions shall be technically accurate and complete and shall represent all "as-built" systems, pieces of equipment, or materials, which have been accepted by the Commissioner. All illustrations, text and tabular material shall be in final form. All shop drawings shall be included as specified in individual Specification Sections.
- M. 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.
- N. Instructions for care and maintenance: Include manufacturers' recommendations for cleaning agents and methods, and recommended schedule for cleaning and maintenance.



- O. 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.
- P. Additional Requirements: Specified in individual Specification Sections.

2.6 DEMONSTRATION AND ORIENTATION DVD:

- A. Non-Commissioned Projects: The Contractor shall submit final version of applicable Demonstration and Training DVD recordings in compliance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

2.7 GUARANTEES AND WARRANTIES:

- A. SCHEDULE B – Requirements for guarantees and warranties for the Project are set forth in Schedule B, which is included as part of the Addendum.
- B. FORM – For all guarantee requirements set forth in Schedule B, the Contractor shall provide a written guaranty, in the form set forth herein.
- C. 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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



2.8 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.

2.9 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 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 Project.
- B. Maintenance of Record Documents and Samples: Store 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 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 79 39



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

CONTRACT RECORD DOCUMENTS
01 78 39- 10

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 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 videotapes. (Non-Commissioned Projects)
- B. The Contractor shall provide the services of equipment manufacturers orientation specialists experienced in the type of equipment to be demonstrated.
- C. Separate Orientation sessions shall 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 shall 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.

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
- F. Specific requirements for demonstration and training 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.

- B. Design Consultant: "Design Consultant" shall 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.

1.5 SUBMITTALS:

- A. Instruction Program: Submit three (3) copies of outline of 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 training, submit three (3) complete training manual(s) and three (3) applicable DVD 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 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 material to the Resident Engineer a minimum of fourteen (14) days prior to the scheduled training.
- F. Demonstration and Orientation Recordings:
1. Non-Commissioned Projects:
 - a. The Contractor shall submit to the Commissioner three (3) copies of Demonstration and Orientation DVD (Digital Video Disk) recordings within seven (7) days of end of each training 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.
 2. Commissioned Projects:
 - a. Demonstration and Orientation DVD recordings for Commissioned projects will be recorded by the Commissioning Authority/Agent (CxA) under separate contract with the City of New

York. The Contractor performing Demonstration and Orientation shall cooperate with the CxA in the recording of each Demonstration and Orientation module.

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 to comply with requirements in 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. 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.
 - h. Performance curves.
2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties
 3. 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.
 - f. Special operating instructions and procedures.
 4. 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.
 - m. Special operating instructions and procedures.
 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 7. 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.
 - h. Housekeeping practices
8. 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.
 - e. Review of spare parts needed for operation and maintenance.

PART III – EXECUTION

3.1 INSTRUCTION:

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training 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 shall engage qualified instructors to instruct 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 times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule orientation with the Resident Engineer with at least fourteen (14) days' advance notice.
- D. Evaluation: At conclusion of each orientation module, assess and document each participant's mastery of module(s) by use of an oral a written or a 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 RECORDINGS:

- A. Non-Commissioned projects:
 - 1. The Contractor shall engage a qualified commercial Videographer to 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 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 DVD (Digital Video Disk) format.
 - 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 each contractor. The provider of the Orientation program will videotape the sessions and provide a copy to the CxA for final review and comments. If necessary, Contractor shall edit the DVD recording per CxA comments.

END OF SECTION 01 79 00



SECTION 01 81 13
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 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. 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 shall 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, shall 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 |
| C. | Section 01 81 19 | INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS |
| D. | Section 01 91 13 | GENERAL COMMISSIONING REQUIREMENTS |

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. 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.

- C. 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.
- D. Design Consultant: "Design Consultant" shall 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.
- E. Forest Stewardship Council (FSC) Certified Wood: Wood-based materials and products certified in accordance with the Forest Stewardship Council's principles and criteria.
- F. LEED: The Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council.
- G. Rapidly Renewable Materials: 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.
- H. Regionally Manufactured Materials: 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.
- I. Regionally Extracted, Harvested, or Recovered Materials: Materials which are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the Project site.
- J. Recycled Content: 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).
 - 1. 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.
 - 2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.
 - 3. "Pre-consumer" may also be referred to as "post-industrial".
- K. 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.
- L. 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.

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) shall 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 shall 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 ($\frac{1}{2} \times \text{pre-consumer percentage} \times \text{product value} + 1 \times \text{post-consumer percentage} \times \text{product value} = \text{total recycled content value}$).
 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 shall record the above information only for those materials or products permanently installed in the project. The EBMCF shall 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 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 (1st edition, May 1993)
 - b. Anti-corrosive and Anti-rust paints: refer to Green Seal standard GC-03 (2nd Edition, January 1997)
 - c. Aerosol Adhesives: refer to Green Seal standard GS-36 (1st 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 shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall 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 shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall 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:
- Carbon dioxide monitoring systems, if any, installed to measure outside air delivery.
 - 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:
- Equipment type.
 - 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.
 - Refrigerant type.
 - Refrigerant charge in pounds of refrigerant per ton of gross cooling capacity.
 - Tested refrigerant leakage rate, in percent per year. A default rate of 2% will be used unless otherwise demonstrated by test data.
 - 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 shall 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:
- The Plan shall be in accordance with the New York State Department of Environmental Conservation (NYSDEC) or the 2003 EPA Construction General Permit, whichever is more stringent.
 - The Plan shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEEDURES.
 - Detailed requirements: ESC Plan
 - Include the Stormwater Pollution Prevention Plan, if required.
 - Identify the party responsible for Plan monitoring and documentation. The party must be regularly on site.
 - Describe all site work that will be implemented on the project.
 - 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.
 - Describe the inspection and maintenance of the ESC measures. Provide a construction schedule indicating weekly site review.
 - Describe reporting and documentation measures.
 - 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 shall 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 shall be responsible for the provision, maintenance, and repair of all ESC measures.
 - c. Demonstration. The Contractor shall provide on-site instruction of proper construction practices required to prevent erosion and sedimentation.
 - d. Meetings. Urgent or ongoing ESC issues shall be discussed at weekly on-site job meetings.

1.9 QUALITY ASSURANCE:

- A. The Contractor shall 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 shall be 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 shall be responsible for distributing the EBMCF and any other forms or templates required for the subcontractors to record LEED documentation. The Contractor shall 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 shall 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

NO TEXT



SECTION 01 81 13.13
VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED 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 shall 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 shall 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 | SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS |
| I. | Section 01 81 19 | INDOOR AIR QUALITY FOR LEED BUILDINGS |

1.4 DEFINITIONS:

- A. **ADHESIVE:** Any substance used to bond one surface to another by attachment. Includes adhesive primers and adhesive bonding primers.
1. **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.
- B. **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).
- C. **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.
- D. **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.
- E. **FLOOR COATING:** Opaque coating applied to flooring. Excludes industrial maintenance coatings.
- F. **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.
- G. **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).
- H. **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.
- I. **PAINT:** A pigmented coating. For the purposes of this specification, paint primers are considered to be paints.
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).
 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).
 3. **Non-Flat High-Gloss Coating or Paint:** Has a gloss of greater than or equal to 70 (using a 60-degree meter).
 4. **Anti-Corrosive / Rust Preventative Paint:** Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.
- J. **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.
- K. **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.).
- L. **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).
- M. **SEALANT:** Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints

between surfaces. Includes sealant primers and caulks.

- N. 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.
- O. STAIN: Clear semi-transparent/opaque coating formulated to change the color but not conceal the grain pattern or texture of the substrate.
- P. 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.
- Q. 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.
- R. 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 shall 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, shall 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
- B. Rule 1113 - “Architectural Coatings”, amended 9 July 2004: South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov
- C. Green Seal Standard GS-11- “Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org
- D. Green Seal Standard GC-03- “Anti-Corrosive Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org

1.6 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”) shall not be in excess of **250 grams per liter**.
- B. No product shall contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioaccumulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception shall be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which shall be less than or equal to 1% by weight of the product.
- C. No product shall 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 shall 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 shall 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
 - 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 shall 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.) shall 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:
5. Volatile Organic Compounds:
- a. The VOC concentrations (in grams per liter) of the product shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 SUSTAINABLE REQUIREMENTS FOR LEED 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



**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 shall 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, poor housekeeping, shall 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. Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS
- C. Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.
- D. Division 9 (of the Specifications): Finishes.

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" shall 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. Volatile Organic Compounds (VOC's): 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 VOC's are harmful, but many of those contained within building products contribute to the formation of smog and may irritate building occupants by their smell and/or health impact.

- D. Materials that act as “sinks” for VOC contamination: Absorptive materials, typically dry and soft materials (such as textiles, carpeting, acoustical ceiling tiles and gypsum board) that readily absorb VOC's emitted by “source” materials and release them over a prolonged period of time.
- E. Materials that act as “sources” for VOC contamination: Products with high VOC contents that emit VOC's 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).

1.5 REFERENCES, RESOURCES:

- A. “IAQ Guidelines for Occupied Buildings Under Construction”, First Edition, November 1995, The Sheet Metal and Air Conditioner Contractors National Association (SMACNA). (703) 803-2980, www.smacna.org.
- B. ANSI/ASHRAE 52.2-1999, “Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size”, 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 shall not be allowed if such changes compromise the stated LEED BUILDING Performance Criteria.

1.7 CONSTRUCTION IAQ MANAGEMENT PLAN :

- A. The Contractor shall prepare a Construction IAQ Management Plan in coordination with each subcontractor and submit the IAQ Management Plan to the Commissioner for approval in accordance with Section 01 33 00, SUBMITTAL PROCEDURE. The Construction IAQ Management Plan shall meet the following criteria:
 - 1. Construction activities shall be planned to meet or exceed the minimum requirements of the Sheet Metal and Air Conditioning National Contractors' Association (SMACNA) “IAQ Guidelines for Occupied Buildings under Construction”, First Edition, 1995.
 - 2. Absorptive materials shall be protected from moisture damage when stored on-site and after installation.
 - 3. 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 grill, as determined by ASHRAE 52.2-1999.
 - 4. Filtration media shall be replaced immediately prior to occupancy. Filtration media shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52.2-1999 if the project is pursuing Indoor Air Quality Credit 5: Indoor Chemical Pollutant Source Control.
 - 5. A “Sequence of Finish Installation Plan” shall be developed, highlighting measures to reduce the absorption of VOCs by materials that act as “sinks”.
 - 6. Upon approval of the Plan by the Commissioner, it shall 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. Further description of the Construction IAQ Management Plan requirements is 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 shall be organized in accordance with the SMACNA format, and shall address measures to be implemented in each of the five categories (including subsections). All subsections shall 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 and 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.
 - b. Source Control
 - 1) Protect stored on-site or installed absorptive or porous materials.
 - 2) Do not use wet or damaged porous materials in the building.
 - 3) 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.
 - 4) Exhaust fumes from idling vehicles and gasoline fueled tools through use of funnels or temporary piping.
 - 5) Containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, shall be closed when not in use.
 - c. Pathway Interruption
 - 1) Depressurize work areas to 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.
 - 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 particulate filters. Activities which produce high levels of dust shall 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) Materials which become contaminated through direct exposure to moisture from

- precipitation, plumbing leaks, or condensation shall be replaced by the Contractor.
- 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 shall be a regular action topic at weekly site coordination meetings. Implementation of the Plan shall be documented in the meeting minutes.
2. Protection of Materials from Moisture Damage: As part of the “Housekeeping” section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage shall be described. This section should also describe measures to be taken if moisture damage does occur to absorptive materials during the course of construction.
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 shall be provided. The description shall 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 shall be installed after the installation of materials or finishes which have high short-term emissions of VOC’s, 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. Develop and implement an Indoor Air Quality (IAQ) Management Plan for the pre-occupancy phase as follows:

OPTION 1 — Flush-Out

- After construction ends, prior to occupancy and with all interior finishes installed, 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 relative humidity no higher than 60%.

OR

- 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 shall be ventilated at a minimum rate of 0.30 cfm/sq.ft. of outside air or the design minimum outside air rate determined in EQ Prerequisite 1, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cu.ft./sq.ft. of outside air has been delivered to the space.

OR

OPTION 2 — Air Testing

- Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with the United States Environmental Protection Agency Compendium of Methods for the Determination of Air Pollutants in Indoor Air and as additionally detailed in the LEED-NC Reference Guide.
- Demonstrate that the contaminant maximum concentrations listed below are not exceeded.

CONTAMINANT	MAXIMUM CONCENTRATION
Formaldehyde	27 parts per billion
Particulates (PM10)	50 micrograms per cubic meter
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
* 4-Phenylcyclohexene (4-PCH)	6.5 micrograms per cubic meter
Carbon Monoxide (CO)	9 part per million and no greater than 2 parts per million above outdoor levels
* This test is only required if carpets and fabrics with styrene butadiene rubber (SBR) latex backing material are installed as part of the base building systems.	

- 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.
- The air sample testing shall be conducted as follows:
 - a. All measurements shall 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.
 - b. The building shall 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 encouraged, but not required, to be in place for the testing.
 - c. 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 shall 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.
 - d. Air samples shall 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.
- 6. Implementation and Coordination: Implement the Construction IAQ Management Plan, and coordinate the Plan with all affected trades. 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 Plan with the Commissioner on a regular basis, 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 shall distribute copies of the Construction IAQ Management Plan in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
- b. Instruction: The Contractor shall provide on-site instruction of appropriate site management to all Contractor's Subcontractors.
- c. Monitoring: The Construction IAQ Representative shall monitor the implementation of the Construction IAQ Management Plan.

1.8 SUBMITTALS:

Submit the following LEED-required records and documents in accordance with Section 01 33 00, SUBMITTAL PROCEDURES and Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.

- A. A copy of the Construction IAQ Management Plan as defined in Sub-Section 1.07 herein.
- B. Product cut-sheets for all filtration media used during construction and installed immediately prior to occupancy, with MERV values highlighted. Cut sheets shall be submitted with the Contractor's or Subcontractor's 'approved' stamp as confirmation that the products are the products installed on the project.
- C. Provide the Commissioner with 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. The photographs shall 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 shall include integral date stamping, and shall 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.
- D. A copy of the project's TAQ Testing report if applicable.

1.9 QUALITY ASSURANCE:

- A. The Contractor shall be responsible for preparing and implementing the Construction IAQ Management Plan and shall coordinate and incorporate the work of its subcontractors in the IAQ Management Plan.
- B. Responsibility of Subcontractors: Subcontractors for this project shall be responsible to cooperate with the Contractor in the preparation and implementation of the Construction IAQ Management Plan.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 19



SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS

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. OPR and BoD documentation 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.
- B. This Section includes:
 - 1. Definitions
 - 2. Commissioning Team
 - 3. City's Responsibilities
 - 4. Each Contractor's Responsibilities
 - 5. Commissioning Authority's/Agent's (CxA) Responsibilities
 - 6. Commissioning Documentation
 - 7. Submittals
 - 8. Coordination

1.3 RELATED SECTIONS: Include without limitation the following:

- A. "HVAC Commissioning Requirements" indicated in other sections of the project specifications for specific requirements for commissioning HVAC systems.
- B. This project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED procedures, and specific commissioning requirements of the Project Specifications, whichever is more stringent. The Contractor shall 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 OWNERS PRE-ACCEPTANCE ORIENTATION
 - 6. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS 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.

- B. Design Consultant: "Design Consultant" shall 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. Commissioner: The Commissioner of the Department of Design and Construction of the City of New York, his/her successors, or duly authorized representative(s).
- D. BoD: Basis of Design: A document, prepared by the Consultant Architect/Engineer, 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.
- E. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- F. CxA: Commissioning Agent (Aka Commissioning Authority) under separate contract with the City of New York to provide Commissioning Services for this project.
- G. OPR: Owner's (City of New York) Project Requirements: A document, prepared by the Consulting Architect/Engineer) 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.
- H. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.
- I. TAB: Testing, Adjusting, and Balancing.

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 shall 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. Consultant Architect/Engineer and other concerned entities.

1.6 CITY'S RESPONSIBILITIES:

- A. Provide the OPR documentation to the Commissioning Agent (CxA) for use in developing the commissioning plan; systems manual; operation and maintenance training plan; and testing plans and checklists.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

- C. Provide the BoD documents, prepared by the Consulting Architect/Engineer and approved by the Commissioner, to the Commissioning Agent (CxA) for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.7 CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor shall provide utility services required for the commissioning process.
- B. As a member of the Commissioning Team, the Contractor and subcontractor(s) shall assign representatives with expertise and authority to act on behalf of the Contractor and its subcontractor(s) 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. Review and accept commissioning process test procedures provided by the CxA.
 - 4. Review and accept construction checklists provided by the CxA.
 - 5. Perform testing required in the Commissioning Schedule as per the Commissioning Process test procedures provided by the CxA.
 - 6. Complete installation checklists as Work is completed and return to CxA through the Resident Engineer.
 - 7. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
 - 8. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 - 9. Submit As-Built documents, operation and maintenance manuals for systems and subsystems, and equipment in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS.
 - 10. Provide orientation sessions for operation and maintenance personnel (sessions will be video recorded by the CxA) in accordance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

1.8 COMMISSIONING AGENT'S (CxA) RESPONSIBILITIES:

- A. Organize and lead the commissioning team.
- B. Prepare a construction-phase commissioning plan. Collaborate through the Resident Engineer 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.
- 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 Resident Engineer to convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. Responsibilities include arranging for facilities, preparing agenda and attendance lists, and notifying participants. The Commissioning Agent CxA will prepare and distribute minutes to commissioning team members and attendees within three workdays of the commissioning meeting.
- E. At the beginning of the construction phase, coordinate with the Resident Engineer'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 training sessions, TAB Work, and Project completion.



- F. Observe and inspect construction. 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 Project-specific test and inspection procedures and checklists.
- H. Coordinate with the Resident Engineer to schedule, direct, witness, and document tests, inspections, and systems startup.
- I. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.
- J. Certify date of acceptance and startup for each item of equipment for start of warranty periods.
- K. 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.
- L. Record and edit demonstration and orientation sessions on DVD.
- M. Prepare commissioning reports.
- N. Assemble the final commissioning documentation, including the commissioning report and Systems Manual.

1.9 COMMISSIONING DOCUMENTATION:

The Contractor shall assist the Commissioning Agent (CxA) in the development and compiling of the following Commissioning Documentation:

- A. Index of Commissioning Documents: The Commissioning Agent (CxA) will prepare an index including the storage location of each document.
- B. OPR: A written document prepared by the Commissioning Agent (CxA) that details the functional requirements of the Project and expectations of how it will be used and operated. This document includes the Project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.
- C. BoD Document: A document prepared by the Consulting Architect/Engineer 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 explain the designed systems.
- D. Commissioning Plan: A document prepared by the Commissioning Agent (CxA) that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process.
- E. Test Checklists: The Commissioning Agent (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.
- F. 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.
- G. Test and Inspection Reports: The Commissioning Agent (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 shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.

- H. Corrective Action Documents: The Commissioning Agent (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 shall retest systems and equipment requiring corrective action. The CxA will document retest results.
- I. Issues Log: The Commissioning Agent (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.
 - 1. Commissioning Report: The Commissioning Agent (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.
- J. Systems Manual: The Commissioning Agent (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. Commissioning Plan Pre-final Submittal: The Commissioning Agent (CxA) will submit six (6) copies of the pre-final commissioning plan to the Commissioner for review and distribution.
- B. Commissioning Plan Final Submittal: The Commissioning Agent (CxA) will submit six (6) hard copies and electronically formatted information of the final commissioning plan to the Commissioner. The final submittal will address previous review comments.
- C. Test and Inspection Reports: CxA will submit test and inspection reports.
- D. Corrective Action Documents: CxA will submit corrective action documents.

1.11 COORDINATION:

- A. Coordinating Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer'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.
- B. Pre-testing Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer 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.
- C. Testing Coordination: The Commissioning Agent (CxA) will coordinate with the Resident Engineer 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.
 - 1. Coordinate schedule times with the Resident Engineer for tests, inspections, obtaining samples, and similar activities.
- D. Manufacturers' Field Services: The Commissioning Agent (CxA) will coordinate services of manufacturers' field services.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 OPERATION & MAINTENANCE MANUALS

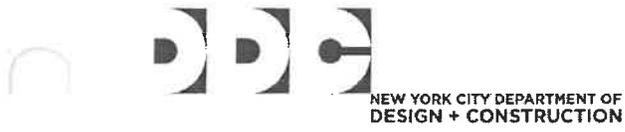
- A. General
 - 1. The CxA shall review the Operation & Maintenance manuals provided by the Contractor or subcontractors for completeness of the document. The review process shall verify that Operation & Maintenance instructions meet specifications and are included for all commissioned equipment furnished by the Contractor.
 - 2. Published literature shall be specifically oriented to the provided equipment, indicating required operation and maintenance procedures, parts lists, assembly / disassembly diagrams and related information.
 - 3. The Contractor shall incorporate the standard technical literature into system specific formats for this facility as designed and as actually installed. The resulting Operation & Maintenance information shall be system specific, concise, to the point and tailored specifically to this facility. The CxA shall review these documents as necessary for final corrections by the Contractor.
- B. The Operation & Maintenance Manual review and coordination efforts shall be completed prior to Owner orientation sessions, as these documents are to be utilized in the training sessions.
- C. System Operations Manual
 - 1. The CxA shall prepare and deliver these documents with inputs from other agencies. The contractors will confirm the proper documents are onsite and readily available. Typically, the manual includes the following:
 - a. Commissioned systems single line diagrams (Mechanical, Electrical, Plumbing, and Building Management System (BMS) subcontractors).
 - b. As built sequences of operations, control drawings and original set points (Design Consultant and BMS subcontractor)
 - c. Operating instructions for integrated building systems (mechanical and BMS subcontractors).
 - d. Recommended schedule of maintenance requirements and frequency (subcontractors).
 - e. Recommended schedule for calibrating sensors and actuators (BMS subcontractor)

3.2 DEMONSTRATION AND INSTRUCTION

- A. The Contractor shall schedule and coordinate instruction sessions for the facility's staff for each commissioned system. Demonstrations shall be held per Contract Documents, along with the appropriate schematics, handouts and visual / audio training aids onsite with equipment.
- B. The equipment vendors shall provide instruction on the specifics of each major equipment item including philosophy, troubleshooting and repair techniques.
- C. For additional prescription pertinent to instruction, refer to other specific divisions for demonstration and instruction requirements.

3.3 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 unsuitable loads / conditions were unavailable during the performance testing stages (in other words; the requirement for testing is warranted).
- B. If agreed upon by facility, Seasonal Testing can also be used for the Warranty Review. During which the CxA will interview the occupants, 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.



3.4 RECORD DRAWINGS

- A. The CxA shall review the as built contract documents to verify incorporation of both design changes and as built construction details. Discrepancies noted shall be corrected by the appropriate party.

END OF SECTION 01 91 13



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

NO TEXT

GENERAL COMMISSIONING REQUIREMENTS

01 91 13 - 8

FMS ID: HH115REGX



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

Building Envelope Rehabilitation for
Regents Family Center

LOCATION: 2724 Broadway
BOROUGH: Manhattan 10032
CITY OF NEW YORK

Neelam Construction Corporation
Contractor

Dated January 3, 20 18

Approved as to Form
Certified as to Legal Authority

[Signature]
Acting Corporation Counsel

[Signature]
7/27/17

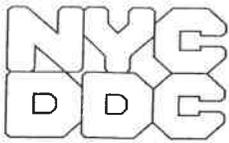
Dated July 27, 20 17

Entered in the Comptroller's Office

st Assistant Bookkeeper

Dated _____, 20 _____





Department of
Design and
Construction

PROJECT ID:

HH115REGX

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

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

**Building Envelope Rehabilitation for
Regents Family Center**

LOCATION:
BOROUGH:
CITY OF NEW YORK

2724 Broadway
Manhattan 10032

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

Department of Homeless Services

SUPERSTRUCTURES Engineers + Architects



Date:

June 12, 2017

17-109

2015 Project Labor Agreement

NOTICE: THIS CONTRACT IS SUBJECT TO A NEW PROJECT LABOR AGREEMENT EXECUTED IN 2015

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 the attached Letter of Assent prior to award. 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. Contractor will also be required to have all subcontractors of all tiers execute the attached Letter of Assent prior to such subcontractors performing any work on the Project. 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. All bidders should carefully read the entire PLA that governs this Contract.

In addition, please note that there are significant revisions between the 2015 PLA attached to this bid and the prior Citywide Renovation PLA. The Contractor is urged to review the entire PLA. Significant changes include:

- **Micro Work Orders:** For JOCS and Requirements contracts, Task Orders or Work Orders that do not exceed \$10,000 are not subject to the PLA. See PLA Article 3, Section 1.
- **On Call Contracts:** Provisions have been added regarding the referral of workers for on call contracts where Contractors are required to respond on an expedited basis. See PLA Article 4, Section 8.
- **Grievances:** The grievance procedure governing disputes under the PLA has been clarified. See PLA Article 9, Section 1.
- **Delinquent Contractors:** Contractors and Subcontractors who do not make required payments to union funds on a timely basis are subject to requirements to submit cancelled checks or another form of proof of payment in addition to certified payroll reports when requesting payment. See PLA Article 11, Section 2.
- **Payment to Union Funds for Non-Union Workers:** 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 “core” non-union employees (working pursuant to Article 4, Section 2 of the PLA) who are already covered under such bona fide private benefit plans. See PLA Article 11, Section 2.
- **Veterans Day:** Veterans Day has been added to the list of standard holidays. See Article 12, Section 4.
- **Reporting Pay for Weather Events:** 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 Article 12, Section 6.

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, 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.

In addition to the various provisions regarding work rules, Contractors should take special note of the requirement that Contractors and Subcontractors make payments to designated employee benefit funds. See PLA Article 11, Section 2. The PLA also contains provisions for what occurs when a Contractor or a subcontractor fails to make required payments into the benefit funds, including potentially the direct payment by the City to the benefit fund of monies owed and corresponding withholding of payments to the Contractor. See PLA Article 11, Section 2. The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

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 in Schedule B entitled the "Subcontractor Utilization Plan," and are detailed in a separate Notice to Prospective Contractors included with 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 2(C), carefully. A list of certified M/WBE firms may be obtained from the Department of Small Business Services (DSBS) website at www.nyc.gov/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing DSBS at 110 William St., 7th floor, New York, New York, 10038.

The local collective bargaining agreements (CBAs) that are incorporated into the PLA as PLA Schedule A Agreements are available on computer disk from the Department's 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.

A contact list for the participating unions is set forth after the FAQs.

Below are answers to frequently asked questions (FAQs) about this PLA:

1. **Q.** Does a Contractor need to be signatory with the unions in the NYC Building and Construction Trades Council 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.
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 must agree to become party to the PLA. See PLA Art. 2, Sec. 8. Subject to the Department'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 and agrees to the terms of the PLA.
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. Subcontractors, however, will be required to sign the Letter of Assent prior to being approved by the Department.
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. See PLA Article 4. However, Contractors and subcontractors may continue to use up to 12% of their existing, qualifying labor force for this work, in accordance with the terms of PLA Article 4, Section 2B. Certified M/WBEs for which participation goals are set pursuant to NYC Administrative Code §6-129 that are not signatory to any Schedule A CBAs may use their existing employees for the 2nd, 4th, 6th and 8th employee needed on the job if their contracts are valued at or under \$500,000. For contracts valued at above \$500,000 but under \$1,000,000, such certified M/WBEs may use their own employees for the 2nd, 5th and 8th employees needed on the job in accordance with the provisions of PLA Article 4, Section 2C. If additional workers are needed by these M/WBEs, the additional workers will be referred to the Contractor from the signatory local unions subject to the Contractor's right to meet 12% of the additional needs with its existing, qualifying employees.
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 2C?
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 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 projects 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 collective bargaining agreements (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. Non-union employees working under the PLA are subject to the union security provisions (i.e., union dues/agency shop fees) of the local CBAs while on the project. These 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.** When will the agency shop dues payer affiliate workers 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 agency shop dues payer affiliate workers should speak with the respective union(s) as to benefit eligibility thresholds.

10. **Q.** Are all Contractors and subcontractors working under the PLA, including non-union Contractors and Contractors signatory to collective bargaining agreements 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. See PLA Article 11, Section 2. 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 D.

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 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 Section 220. See PLA Article 11, Section 2.

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.** May a contractor discharge a union referral for lack of productivity?

A. Again, 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.

15. **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.
16. 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 and may not be altered by the Contractor.
17. Q. Does the PLA create a common holiday schedule for all the signatory trades?
A. Yes, the PLA recognizes nine (9) common holidays, including Veterans Day. See PLA Article 12, Section 4.
18. 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.
19. 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.
20. 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.
21. 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.
22. Q. Does the PLA contain special provisions for the manning 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.

23. **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.

24. **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.

25. **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.

26. **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 Project Labor Agreements 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.

27. **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.

28. **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. See PLA Article 10. A copy of the NY Plan is available upon request from the

Department. 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, Section 3.

29. **Q.** Does the 2015 Renovation 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 \$10,000 issued under JOCS or Requirements Contracts otherwise subject to the PLA. See PLA Article 3, Section 1.

NYC Project Labor Agreements

CONTACT INFORMATION FOR LOCAL UNIONS (Updated May 2016)

BOILER MAKERS LOCAL NO. 5

24 Van Siclen Avenue
Floral Park, NY 11001
Phone: (516) 326-2500
Fax: (516) 326-3435
Business Manager: Steve Ludwigson

BLASTERS, DRILLRUNNERS & MINERS LOCAL NO. 29

43-12 Ditmars Blvd.
Astoria, NY, 11105
Phone: (718) 278-5800
Business Manager: Thomas Russo

BRICKLAYERS LOCAL NO. 1

4 Court Square #1
Long Island City, NY 11101
Phone: (718) 392-0525
Business Manager: Jeramiah Sullivan

CARPENTERS DISTRICT COUNCIL

395 Hudson Street, 9th Fl
New York, New York 10014
Phone: (212) 366-7500
Fax: (212) 675-3140
Business Manager: Joe Geiger
John Sheehy, D.C. Rep.

CEMENT MASONS NO. 780

150-50 14th Rd Suite 4
Whitestone, NY 11357
Phone: (718) 357-3750
Fax: (718) 357-2057
Business Manager: Gino Castingnoli

CONCRETE WORKERS DISTRICT COUNCIL NO. 16

29-18 35th Avenue
Long Island City, NY 11106
Phone: (718) 392-5077
Fax: (718) 392-5087
Business Manager: Alex Castaldi

DERRICKMEN & RIGGERS LOCAL 197

35-53 24th Street
Long Island City, NY 11101
Phone: (718) 361-6534
Fax: (718) 361-6584
Business Manager: William Hayes
Billhayes197@yahoo.com

DRYWALL TAPERS 1974

265 West 14th Street
New York, NY 10011
Phone: (212) 242-8500
Fax: (212) 242-2356
Business Manager: Sal Marsala

ELECTRICAL LOCAL NO. 3

158-11 Harry Van Arsdale, Jr. Avenue
Flushing, NY 11365
Phone: (718) 591-4000
Fax: (718) 380-8998
Business Manager: Chris Erickson
Raymond Melville, Asst. Bus. Mgr.
Construction

ELEVATOR CONSTRUCTORS NO. 1

47-24 27th Avenue
Long Island City, NY 11101
Phone: (718) 767-7004
Fax: (718) 767-6730
Business Manager: Lenny Legotte
llegotte@localoneiuec.com

ENGINEERS LOCAL NO. 14

141-57 Northern Boulevard
Flushing, NY 11354
Phone: (718) 939-0600
Fax: (718) 939-3131
Business Manager: Edwin Christian

ENGINEERS NO. 15, 15A, 15B, 15C, 15D

44-40 11th Street
Long Island City, NY 11101
Phone: (212) 929-5327
Business Manager: Tom Callahan

ENGINEERS NO. 30

16-16 Whitestone Expressway
Whitestone, NY 11357
Phone: (718) 847-8484
Fax: (718) 850-0524
Business Manager: William Lynn

ENGINEERS No. 94

331-337 West 44th Street
New York, NY 10036
Phone: (212) 245-7040
Fax: (212) 245-7886
Business Manager: Kuba Brown
kubabrown@local94.com

GLAZIERS NO. 1087

45 West 14th Street
New York, NY 10011
Phone: (212) 924-5200
Fax: (212) 255-1151
Business Manager: Steve Birmingham

**HEAT & FROST INSULATORS
AND ALLIED WORKERS**

LOCAL UNION NO. 12

35-53 24th Street
Long Island City, NY 11101
Phone: (718) 784-3456
Fax: (718) 784-8357
Business Manager: Matty Aracich
matty@insulatorslocal12.com

**HEAT & FROST INSULATORS
LOCAL UNION NO. 12A**

1536 127th Street
College Point, NY 11356
Phone: (718) 886-7226
Business Manager: Jaime Soto

IRON WORKERS DISTRICT COUNCIL

22 West 46th Street
New York, NY 10036
Phone: (212) 302-1868
Business Manager: James Mahoney
jmahoney@iwintl.org

IRON WORKERS NO. 40 (Manhattan, The Bronx & Staten Island)

451 Park Avenue South

New York, NY 10016

Phone: (212) 889-1320

Fax: (212) 779-3267

Business Manager: Bob Walsh

IRON WORKERS NO. 361 (Brooklyn & Queens)

89-19 97th Avenue

Ozone Park, NY 11416

Phone: (718) 322-1016/17

Fax: (718) 322-1053

Business Manager: Matthew Chartrand

LABORERS LOCAL NO. 78

ASBESTOS & LEAD ABATEMENT

30 Cliff Street

New York, New York 10038

Phone: (212) 227-4803

Fax: (212) 406-1800

Business Manager: Edison Severino

LABORERS, CONSTRUCTION AND

GENERAL BUILDING NO. 79

520 8th Avenue

New York, NY 10018

Phone: (212) 465-7900

Fax: (212) 465-7903

Business Manager: Michael Prohaska

LABORERS NO. 731

34-11 35th Avenue

Astoria, NY 11106

(718) 706-0720

Business Manager: Joseph D'Amato

LATHERS METAL

LOCAL NO. 46

1322 Third Avenue

New York, NY 10021

Phone: (212) 737-0500

Fax: (212) 249-1226

Business Manager: Terrance Moore

MASON TENDERS DIST. COUNCIL

520 8th Avenue
New York, NY 10018
Phone: (212) 452-9400
Fax: (212) 452-9499
Business Manager: Robert Bonanza

METAL POLISHERS

LOCAL UNION NO. 8A-28A

36-18 33rd Street 2nd Fl.
Long Island City, NY 11106
Phone: (718) 361-1770
Fax: (718) 361-1934
Business Manager: Hector Lopez

MILLWRIGHT AND MACHINERY

ERECTORS LOCAL NO. 740

89-07 Atlantic Avenue
Woodhaven, NY 11412
Phone: (718) 849-3636
Fax: (718) 849-0070
Business Manager: Joseph Geiger

ORNAMENTAL IRON WORKERS

NO. 580

501 West 42nd Street
New York, NY 10036
Phone: (212) 594-1662
Fax: (212) 564-2748
Business Manager: Pete Myers

PAINTERS DISTRICT

COUNCIL NO. 9

45 West 14th Street
New York, NY 10011
Phone: (212) 255-2950
Fax: (212) 255-1151
Business Manager: Joseph Azzopardi

PAINTERS STRUCTURAL STEEL

NO. 806

40 West 27th Street
New York, New York 10001
Phone: (212) 447-1838/0149
Fax: (212) 545-8386
Business Manager: Angelo Serse

**PAVERS & ROAD BUILDERS
DISTRICT COUNCIL NO. 1**

136-25 37th Avenue, Suite 502
Flushing, NY 11354
Phone: (718) 886-3310
Business Manager: Keith Lozcalzo

PLASTERS LOCAL UNION NO. 262

2241 Conner Street
Bronx, NY 10466
Phone: (718) 547-5440
Fax: (718) 547-5435
Business Manager: Michael Hubler

PLUMBERS NO. 1

158-29 Cross Bay Boulevard
Howard Beach, NY 11414
Phone: (718) 738-7500
Fax: (718) 835-0896
Business Manager: John Murphy

**PRIVATE SANITATION
LOCAL NO. 813**

45-18 Court Square, Suite 600
Long Island City, NY 11101
Phone: (718) 937-7010 ext. 244
Fax: (718) 937-7003
Business Manager: Sean Campbell

ROOFERS & WATERPROOFERS NO. 8

12-11 43rd Avenue
Long Island City, NY 11101
Phone: (718) 361-1169
Fax (718) 361-8330
Business Manager: Nick Siciliano

**SHEET METAL WORKERS
LOCAL NO. 28**

MANHATTAN OFFICE
500 Greenwich Street
New York, NY 10013
Phone: (212) 941-7700
Fax: (212) 226-0304
Business Manager: Kevin Connors

**SHEET METAL WORKERS
LOCAL 137**

21-42 44th Drive
Long Island City, NY 11101
Phone: (718) 937-4514
Fax: (718) 937-4113
Business Manager: Dante Dano

**STEAMFITTERS LOCAL UNION
NO. 638**

32-32 48th Avenue
Long Island City, NY 11101
Phone: (718) 392-3420
Fax: (718) 784-7285
Business Manager: Bob Bartels

TEAMSTERS LOCAL UNION 282

2500 Marcus Avenue
Lake Success, NY 11042
Phone: (516) 488-2822
Fax: (516) 488-4895
Business Manager: Tom Gesauldi

TEAMSTERS LOCAL UNION 814

21-42 44th Drive
Long Island City, NY 11101
Phone: (718) 609-6407
Fax: (718) 361-9610
Business Manager: Jason Ide

**TILE, MARBLE & TERRAZO B.A.C.
LOCAL UNION 7**

45-34 Court Square
Long Island City, NY 11101
Phone: (718) 786-7648
Fax: (718) 472-2370
Business Manager: Tom Lane

TIMBERMEN & DOCKBUILDERS LOCAL 1556

395 Hudson Street
New York, NY 10014
Phone: (212) 242-1320
Business Manager: Joseph Geiger

NYC AGENCY RENOVATION & REHAB OF CITY OWNED BUILDINGS/STRUCTURES
PLA

PROJECT LABOR AGREEMENT

COVERING SPECIFIED

**RENOVATION & REHABILITATION
OF CITY OWNED BUILDINGS AND STRUCTURES**

2015 - 2018

NYC AGENCY RENOVATION & REHAB OF CITY OWNED BUILDINGS/STRUCTURES
PLA

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PREAMBLE	1
SECTION 1. PARTIES TO THE AGREEMENT	2
ARTICLE 2 - GENERAL CONDITIONS	3
SECTION 1. DEFINITIONS.....	3
SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE.....	4
SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT	4
SECTION 4. SUPREMACY CLAUSE	4
SECTION 5. LIABILITY	5
SECTION 6. THE AGENCY	6
SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS	6
SECTION 8. SUBCONTRACTING	7
ARTICLE 3-SCOPE OF THE AGREEMENT	7
SECTION 1. WORK COVERED	7
SECTION 2. TIME LIMITATIONS	9
SECTION 3. EXCLUDED EMPLOYEES.....	9
SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES	11
ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT	12
SECTION 1. PRE-HIRE RECOGNITION.....	12

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 2. UNION REFERRAL 12

SECTION 3. NON-DISCRIMINATION IN REFERRALS 14

SECTION 4: MINORITY AND FEMALE REFERRALS 14

SECTION 5. CROSS AND QUALIFIED REFERRALS 16

SECTION 6. UNION DUES 16

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS 16

SECTION 8. ON CALL REPAIR REFERRALS 17

ARTICLE 5- UNION REPRESENTATION 18

SECTION 1. LOCAL UNION REPRESENTATIVE 18

SECTION 2. STEWARDS..... 19

SECTION 3. LAYOFF OF A STEWARD 19

ARTICLE 6- MANAGEMENT’S RIGHTS 20

SECTION 1. RESERVATION OF RIGHTS 20

SECTION 2. MATERIALS, METHODS & EQUIPMENT 20

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS 21

SECTION 1. NO STRIKES-NO LOCK OUT 21

SECTION 2. DISCHARGE FOR VIOLATION 22

SECTION 3. NOTIFICATION..... 22

SECTION 4. EXPEDITED ARBITRATION 23

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION..... 25

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE 25

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 1. SUBJECTS..... 25

SECTION 2. COMPOSITION 25

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE 26

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES..... 26

SECTION 2. LIMITATION AS TO RETROACTIVITY 29

SECTION 3. PARTICIPATION BY AGENCY AND/OR CONSTRUCTION
MANAGER 29

ARTICLE 10 - JURISDICTIONAL DISPUTES 30

SECTION 1. NO DISRUPTIONS..... 30

SECTION 2. ASSIGNMENT 30

SECTION 3. NO INTERFERENCE WITH WORK..... 30

ARTICLE 11 - WAGES AND BENEFITS 31

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE 31

SECTION 2. EMPLOYEE BENEFITS 31

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS,..... 37
SHIFTS AND HOLIDAYS..... 37

SECTION 1. WORK WEEK AND WORK DAY 37

SECTION 2. OVERTIME 38

SECTION 3. SHIFTS 39

SECTION 4. HOLIDAYS..... 40

SECTION 5. SATURDAY MAKE-UP DAYS..... 40

SECTION 6. REPORTING PAY 41

SECTION 7. PAYMENT OF WAGES..... 42

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 8. EMERGENCY WORK SUSPENSION 43

SECTION 9. INJURY/DISABILITY 43

SECTION 10. TIME KEEPING 43

SECTION 11. MEAL PERIOD 43

SECTION 12. BREAK PERIODS 44

ARTICLE 13 - APPRENTICES 44

SECTION 1. RATIOS 44

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY 45

SECTION 1. SAFETY REQUIREMENTS 45

SECTION 2. CONTRACTOR RULES..... 45

SECTION 3. INSPECTIONS 46

ARTICLE 15 - TEMPORARY SERVICES 46

ARTICLE 16 - NO DISCRIMINATION 46

SECTION 1. COOPERATIVE EFFORTS 46

SECTION 2. LANGUAGE OF AGREEMENT 47

ARTICLE 17- GENERAL TERMS 47

SECTION 1. PROJECT RULES..... 47

SECTION 2. TOOLS OF THE TRADE 47

SECTION 3. SUPERVISION 48

SECTION 4. TRAVEL ALLOWANCES 48

SECTION 5. FULL WORK DAY..... 48

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 6. COOPERATION AND WAIVER 48

ARTICLE 18. SAVINGS AND SEPARABILITY 49

SECTION 1. THIS AGREEMENT 49

SECTION 2. THE BID SPECIFICATIONS..... 49

SECTION 3. NON-LIABILITY 50

SECTION 4. NON-WAIVER..... 50

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA
CONTRACTS 51

SECTION 1. CHANGES TO AREA CONTRACTS..... 51

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT
NEGOTIATIONS 51

ARTICLE 20 - WORKERS' COMPENSATION ADR 52

SECTION 1 52

ARTICLE 21 - HELMETS TO HARDHATS 52

SECTION 1 52

SECTION 2 52

Project Labor Agreement - - Letter of Assent 96

New York City Building And Construction Trades Council Standards of
Excellence 98

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

**PROJECT LABOR AGREEMENT COVERING SPECIFIED
RENOVATION & REHABILITATION OF NEW YORK CITY OWNED
FACILITIES & 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;

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

(9) 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, 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”) (on behalf of itself) and the signatory affiliated Local Union’s (“Unions” or “Local Unions”). The Council and each signatory Local Union hereby warrants and represents that it has been duly authorized to enter into this Agreement.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties including the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions, are referred to singularly and collectively as “Union(s)” or “Local Unions”; 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; “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); Department of Sanitation (DSNY); the New York City Agency that awards a particular contract subject to this Agreement may be referred to hereafter as the “Agency”; 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; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the [“BCTC” or “Council”]; and the work covered by this Agreement (as defined in Article 3) is referred to as “Program Work.”

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 his 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 appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Program Work, in whole or in part, except that Program Work which falls within the jurisdiction of the Operating

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

Engineers Locals 14 and 15 will be performed under the terms and conditions set out in the Schedule A agreements of Operating Engineers Locals 14 and 15. The Collective Bargaining Agreements 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 Collective Bargaining Agreements 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 Agreement is also covered by a Schedule A Collective Bargaining Agreement, the provisions of this 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 on this Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by the Agency.

SECTION 5. LIABILITY

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Program.

**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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SECTION 8. SUBCONTRACTING

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

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

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 let prior to December 31, 2018. Subject to the foregoing, and the exclusions below, such Program Work shall mean any and all contracts that predominantly involve the renovation, repair, alteration, 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. This Program Work shall also include JOCS contracts, demolition work, site work, asbestos and lead abatement, painting services, carpentry services, and carpet removal and installation, to the extent incidental to such building rehabilitation of City-owned buildings or structures.

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

1. Contracts let and work performed in connection with projects carried over, recycled from, or performed under bids or rebids relating to work that were bid prior to the effective date of this Agreement or after December 31, 2018;
2. Contracts procured on an emergency basis;
3. Contracts that do not exceed \$250,000;
4. Contracts for work on streets and bridges and for the closing or environmental remediation of landfills;
5. Contracts with not-for-profit corporations where the City is not awarding or performing the work performed for that entity;
6. Contracts with governmental entities where the City is not awarding or performing the work performed for that entity;
7. 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;
8. Contracts for installation of information technology that are not otherwise Program Work;
9. Task Orders or Work Orders issued under JOCS or Requirements Contracts that do not exceed \$10,000, and JOCS or Requirements Contracts where the monetary value of such contracts predominantly involves such Task Orders or Work

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

Orders; and

10. Contracts that do not exceed \$1 Million that are awarded pursuant to prequalified lists (PQLs) established by City agencies where entry on to the PQL is restricted to MWBEs, or a combination of MWBEs together with joint ventures which include at least one MWBE, or contractors who agree to subcontract at least 50% of the contract to MWBEs.

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, 2018, 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 (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians,

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Program 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 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

other professional consultants, and such laboratory, testing, inspection or surveying firm;
and

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.

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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 employ and hire craft employees for Program Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area collective bargaining agreements. 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 is unable to 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

B. A Contractor may request by name, and the Local will honor, referral of persons 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 180 calendar days prior to the contract award.

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

C. Notwithstanding Section 2(B), above, certified MWBE contractors for which participation goals are set forth in New York City Administrative Code §6-129, that are not signatory to any Schedule A CBAs, with contracts valued at or under five hundred thousand (\$500,000), may request by name, and the Local will honor, referral of the second (2nd), fourth (4th), sixth (6th), and eighth (8th) 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 180 work days prior to the contract award.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

For such contracts valued at above \$500,000 but less than \$1 million, the Local will honor referrals by name of the second (2nd), fifth (5th), and eighth (8th) employee subject to the foregoing requirements. In both cases, name referrals will thereafter be in accordance with Section 2(B), above.

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

SECTION 3. NON-DISCRIMINATION IN REFERRALS

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

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

In the event a Local Union either fails, or is unable to refer qualified 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

In the event that the City or a City agency determines to adopt local workforce participation goals to be set forth in an Agency's (or, if applicable Construction Manager's) bid specifications, the City and BCTC will work together to seek agreement on appropriate goals to be set forth in applicable bid documents and to be subject to the provisions 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 will acknowledge the Section 3 obligations of the Construction Manager or Contractor, as applicable, and agree to negotiate a method to implement this Article in a manner that would allow the Construction Manager or Contractor to meet its Section 3 obligations to the greatest extent feasible, and to post any required notices in the manner required by Section 3. The parties also acknowledge that the Construction Manager and Contractor 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Program Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represent the craft in which the employee is performing Program Work. No employee shall be discriminated against at any Program Work site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7. 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, 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 Collective Bargaining Agreement prohibits a foreperson from working when the craft persons he is leading exceed a specified number.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SECTION 8. ON CALL REPAIR REFERRALS

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

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

C. In the event that the Contractor makes a request for an on call referral that is compliant with this procedure and a Union is not able to respond to the request, that Union will be deemed to have waived the forty-eight (48) hour referral rule contained in Section 2 above and the Contractor may employ qualified applicants from any other available source that can meet contract requirements for that time sensitive on call repair work only; provided, however, that any work related to the repair work that is not of a time sensitive nature under the contract shall comply with Section 2. If a Union fails to timely refer a worker and the Contractor employs other workers, the Contractor will 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 Work site during such time as bargaining unit work is occurring and subject to otherwise applicable policies pertaining to visitors to the site.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SECTION 2. STEWARDS

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

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

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 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,

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 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 disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

SECTION 2. DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

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

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

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management Committee 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 minority and female employees.

SECTION 2. COMPOSITION

The Committee 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 may mutually designate an

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 address; such information is posted at the Program Work Site if already commenced, and is available in the City Record and Notice to Proceed for projects not already commenced.

Grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the Labor Management Committee (LMC) in the first instance rather than Step 1 below. To be timely, such notice must be given no later than ten days prior to a bid opening if the grievance is challenging a determination by an Agency that the contract is not subject to this Agreement. For other grievances as to contractor 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:

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the 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:

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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, 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 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

(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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Collective Bargaining Agreements 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.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate employees pursuant to Article 4, Section 2 (B) and (C) ("core" employees) 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 Labor Law, may

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

2. A contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to the Agency at the time of contract award a complete set of plan documents for each non-Schedule A benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

D. 1. To the extent consistent with New York City's Procurement Policy Board Rules with respect to prompt payment, as published at www.nyc.gov/ppb, §4-06(e), and in consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"); the Agency agrees that where any such union and/or fringe benefit fund shall notify the Agency, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the Agency, be deemed a payment by the Agency to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other City or non-City project.

2. In addition, where a union or employee benefit fund gives notice to the City that a Contractor is Delinquent as defined in subsection 2(D)(1) above and the City determines that the notice includes appropriate back-up documentation that the Contractor is delinquent, the City will promptly, but not later than twenty (20) days after receipt of the notice, provide a copy of said notice to City Agencies. In the event the City determines there is insufficient back-up documentation, it will notify the appropriate union and/or fringe benefit fund promptly, but not later than twenty (20) days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. Any determination by the City that there is insufficient back-up must be reasonable. This provision is intended to enhance compliance with the prevailing wage

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

law and the PLA 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 be a Delinquent Contractor. Such proof of payment when required is a condition of payment of the Delinquent Contractor's invoices by any entity, including, but not limited to, the City, the relevant Agency(s), Construction Manager, General Contractor, the prime or higher level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The union and the funds shall upon request receive copies of the certified payrolls, cancelled checks, or other proof of payment from the City and/or the relevant Agency(s).

E. In the event the General Contractor or Delinquent Contractor shall notify the Agency as above provided that the claim of the union or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor that the union and/or fringe benefit fund claims to be due it, pending resolution of the dispute pursuant to the union's Schedule A agreement, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS,

SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

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 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 work day must be established at the commencement of the project and may not be altered by the Contractor.

B. In accordance with Program 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 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 (7 ½) hours where such 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts/Saturday and/or Sunday Work - - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the Agency phasing plans on specific projects. There shall be no reduction in shift hour work. With respect to second and third shift work there shall be a 5% shift premium. No other premium or other payments for such work shall be required unless such work is in excess of the employee's regularly scheduled work week, i.e., 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 a classification performing Program Work will be paid at the same wage rate regardless of the shift or work scheduled work, subject only to the foregoing provisions.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 recognized holiday shall be in accordance with the applicable Schedule A.

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

SECTION 5. SATURDAY 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day 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 his 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

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

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

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

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule A 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 work day 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 brassing or other systems to check employees in and out. Each employee must check in and out. 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

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 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. 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 and Helmets to Hardhats.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

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 this 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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

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 this 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). There shall be no stacking of trades on temporary services, provided this does not constitute a waiver of primary trade jurisdiction. In the event a temporary system component is claimed by multiple trades, the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 17- GENERAL TERMS

SECTION 1. PROJECT RULES

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

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

SECTION 2. TOOLS OF THE TRADE

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 WORK DAY

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 NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however,

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Program 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

basis, or is otherwise determined to be in violation of law, or may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the Program Work, such requirement (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost). In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Agency and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

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

SECTION 4. NON-WAIVER

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 Collective Bargaining Agreements that are the basis for the Schedule A notify the Agency and Construction Manager in writing of the changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements 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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

Local Collective Bargaining Agreements 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 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 to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Contractors agree to coordinate with the Program to create and maintain an integrated database of veterans interested in working on this Project and of

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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.

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and
effective as of the ___ day of _____, _____

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

BY: _____
Gary LaBarbera
President

FOR NEW YORK CITY

BY:
Anthony Shorris
First Deputy Mayor

APPROVED AS TO FORM:

ACTING CORPORATION COUNSEL
NEW YORK CITY

NYC AGENCY RENOVATION & REHAB OF CITY OWNED
BUILDINGS/STRUCTURES PLA

LIST OF SIGNATORY UNIONS
Boiler Makers Local No. 5
Carpenters District Council
Cement Masons No. 780
Concrete Workers; District Council No. 16
Derrickmen and Riggers, Local Union No. 197
Drywall Tapers 1974, District Council 9
Electrical Workers Local No. 3
Glaziers Local Union No. 1087 District Council 9
Heat & Frost Insulators, Local Union No. 12A
Heat & Frost Insulators, Local Union No. 12
Iron Workers District Council
Iron Workers Local Union No. 40
Iron Workers Local No. 361
Laborers Local No. 78, Asbestos & Lead Abatement
Laborers Local 1010 Pavers and Road Builders District Council
Laborers 79 Construction and General Building Laborers
Laborers Local No. 731 Excavators
Mason Tenders District Council
Metal Lathers Local No. 46
Metal Polishers District Council 9
Ornamental Iron Workers Local No. 580
Painters District Council 9
Plumbers Local No. 1
Painters, Decorators & Wallcoverers District Council 9
Painters Structural Steel No. 806
Plasterers Local Union No. 262
Roofers & Waterproofers Local 8
Steamfitters Local Union No. 638
Sheet Metal Workers Local No. 28
Sheet Metal Workers Local No. 137
Teamsters Local Union No. 282
Teamsters Local Union 814
Teamsters Local No. 813 Private Sanitation
Tile, Marble & Terrazzo B.A.C. Local Union No. 7
Elevator Constructors Union Local No. 1

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

SCHEDULE "A"

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.
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers 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
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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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
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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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
Teamsters Local 814	Greater New York Movers and Warehousemen's Bargaining Group
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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association
International Union of Operating Engineers Local 14-14B	Building Contractors Association
International Union of Operating Engineers Local 14-14B	Contractors Association of Greater NY
International Union of Operating Engineers Local 14-14B	GCA
International Union of Operating Engineers Local 14-14B	The Cement League
International Union of Operating Engineers Local 14-14B	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 14-14B	Brick Association
International Union of Operating Engineers Local 14-14B	Independent
International Union of Operating Engineers Local 15	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 15-15A	General Contractors Association
International Union of Operating Engineers Local 15D	General Contractors Association
International Union of Operating Engineers Local 15D	Structural Steel Erectors

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

International Union of Operating Engineers Local 15-15A	Building Contractors Association
International Union of Operating Engineers Local 15D	Building Contractors Association
International Union of Operating Engineers Local 15-15A	Contractors Association of Greater NY
International Union of Operating Engineers Local 15D	Contractors Association of Greater NY
International Union of Operating Engineers Local 15-15A	The Cement League
International Union of Operating Engineers Local 15D	The Cement League

NYC AGENCY RENOVATION & REHAB OF CITY OWNED
BUILDINGS/STRUCTURES PLA

ADDITIONAL PARTICIPATING UNIONS

Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers

ADDITIONAL PARTICIPATING UNION SCHEDULE A

Union	Current Agreement with:
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Associated Brick Masons Contractors
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Building Restoration Contractors Association
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Building Contractors Association
The Stone Setters of Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent
The Plasterers of Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

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 _____ 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:

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

Dated: _____

(Name of Contractor or subcontractor)

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

(Authorized Officer & Title)

(Address)

(Phone) (Fax)

Contractor's State License

Sworn to before me this
____ day of _____,

Notary Public

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

**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:

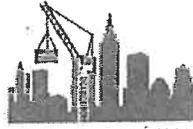
- *Provide a full days work for a full days pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with 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.

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA



BUILDSAFENYC

Codes of Conduct

BuildSafeNYC establishes that all BTEA member companies and BCTC member unions establish minimum safety standards on all building construction projects in NYC as follows:

1. The workforce shall adhere to the minimum personal protective equipment (PPE) usage to include:
 - a. ANSI compliant Hard Hats (with ratchet suspension) at all times (supplied by employer)
 - b. Construction-type Work Boots at all times
 - c. Long Pants and shirts with at least short sleeves at all times (no shorts or tank tops)
 - d. ANSI compliant Eye Protection in their possession and used as needed (supplied by employer)
 - e. Adequate Hearing Protection in their possession and used as needed (supplied by employer)
 - f. High-vis traffic vests at street level and when around heavy equipment (supplied by employer)
2. CM and Subcontractor management shall implement a fair and consistent disciplinary policy for all site personnel regarding the adherence to site safety rules and requirements. Likewise, a joint labor / management team will periodically assess project wide implementation of these Codes.
3. CM firms shall maintain minimum standards for workforce restroom, hygiene facilities and housekeeping, initially and throughout the duration of the project.
4. All personnel shall adhere to a strict policy against drug and alcohol possession and use on sites and during hours of work.
5. All personnel shall attend a site safety orientation prior to beginning work. Worker certifications of safety training for specific tasks such as fire watch, flagmen, and safety attendant must be verified.
6. No cell phones, portable media devices, radios or other devices that limit hearing and attention shall be used while working on sites.
7. Ground Fault Circuit Interrupters (GFCI) will be used on all power tools and extension cords.
8. Union trade representatives shall participate in a regularly scheduled site safety meeting on all projects regardless of size.
9. Extreme effort shall be made to isolate the public from all construction activity. Specifically, systems shall be put in place to control falling materials and pedestrian exposure. This should be a top priority for the entire project workforce.
10. Workers shall honor security access control systems to establish entry to sites by authorized personnel only, where applicable.
11. Fall protection management shall be a top project priority. Workers shall maintain and use necessary fall protection systems and procedures where appropriate. Engineering controls and work methods which eliminate, guard, or otherwise control fall hazards shall take priority over personal fall arrest system usage.
12. Where hazardous materials are present, projects shall implement efforts to communicate and control potential exposure to the workforce.

With Full Support and Endorsement of:

Joseph Colitti

Joseph J. Colitti, President & CEO
Building Trades Employers Association

BTEANYC The Union of
Building Trades Employers' Associations

Edward J. Malloy

Edward J. Malloy, President
Building and Construction Trades Council



James Abadio
Boyle Construction
John J. Abadio
Piazza Construction

Robert A. DiStasio
Torus Construction
John J. DiStasio
Gotham Construction

Stanley USA Building Group
Stanley USA Building Group
Struct. / Tone

David H. Caldwell
Fishman
CAVLSWELL UNIVATE

Michael W. Connelly
Local No. 5
John J. Connelly
Local No. 20
John J. Connelly
Local No. 101
John J. Connelly
Local No. 102
John J. Connelly
Local No. 103
John J. Connelly
Local No. 104
John J. Connelly
Local No. 105
John J. Connelly
Local No. 106
John J. Connelly
Local No. 107
John J. Connelly
Local No. 108
John J. Connelly
Local No. 109
John J. Connelly
Local No. 110

John J. Connelly
Local No. 111
John J. Connelly
Local No. 112
John J. Connelly
Local No. 113
John J. Connelly
Local No. 114
John J. Connelly
Local No. 115
John J. Connelly
Local No. 116
John J. Connelly
Local No. 117
John J. Connelly
Local No. 118
John J. Connelly
Local No. 119
John J. Connelly
Local No. 120

John J. Connelly
Local No. 121
John J. Connelly
Local No. 122
John J. Connelly
Local No. 123
John J. Connelly
Local No. 124
John J. Connelly
Local No. 125
John J. Connelly
Local No. 126
John J. Connelly
Local No. 127
John J. Connelly
Local No. 128
John J. Connelly
Local No. 129
John J. Connelly
Local No. 130

John J. Connelly
Local No. 131
John J. Connelly
Local No. 132
John J. Connelly
Local No. 133
John J. Connelly
Local No. 134
John J. Connelly
Local No. 135
John J. Connelly
Local No. 136
John J. Connelly
Local No. 137
John J. Connelly
Local No. 138
John J. Connelly
Local No. 139
John J. Connelly
Local No. 140

John J. Connelly
Local No. 141
John J. Connelly
Local No. 142
John J. Connelly
Local No. 143
John J. Connelly
Local No. 144
John J. Connelly
Local No. 145
John J. Connelly
Local No. 146
John J. Connelly
Local No. 147
John J. Connelly
Local No. 148
John J. Connelly
Local No. 149
John J. Connelly
Local No. 150

John J. Connelly
Local No. 151
John J. Connelly
Local No. 152
John J. Connelly
Local No. 153
John J. Connelly
Local No. 154
John J. Connelly
Local No. 155
John J. Connelly
Local No. 156
John J. Connelly
Local No. 157
John J. Connelly
Local No. 158
John J. Connelly
Local No. 159
John J. Connelly
Local No. 160

THIS PAGE INTENTIONALLY LEFT BLANK

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

INFORMATION FOR BIDDERS

December 2013

THIS PAGE INTENTIONALLY LEFT BLANK

INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his 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, if used, 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 at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. 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 Attachment 1.

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 Attachment 1.

(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 he finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

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 Attachment 1, 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 his option, may ask to be relieved of his 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.

(D) 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. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.

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)669-2797.

26. Bid. Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1. 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 Attachment 1. 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 Attachment 1. 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 202-512-1800; (2) through the Internet at <http://www.fms.treas.gov/c570/index.html>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(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 his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. 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 Bid Booklet.

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 Form, 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 on page 2 of the Bid Booklet.

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.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

- I. POLICY ON SITE SAFETY
- II. PURPOSE
- III. DEFINITIONS
- IV. RESPONSIBILITIES
- V. SAFETY QUESTIONNAIRE
- VI. SAFETY PROGRAM AND SITE SAFETY PLAN
- VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW
- VIII. EVALUATION DURING WORK IN PROGRESS
- IX. SAFETY PERFORMANCE EVALUATION

THIS PAGE INTENTIONALLY LEFT BLANK

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 jobsites must, at a minimum, comply with applicable federal, state and city laws, rules and regulations, including without limitation:

- ❑ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- ❑ New York City Construction Codes, Title 28
- ❑ NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- ❑ New York State Department of Labor Industrial Code Rule 16 NYCRR Part 753
- ❑ Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- ❑ Manual on Uniform Traffic Control Devices (MUTCD)
- ❑ Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

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 hazard, 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 shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the 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.

Construction Safety Auditor: A representative of the QA&CS Construction Safety Unit 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 surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Construction Safety Unit: A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

Contractor: For purposes of these Safety Requirements, the term "Contractor" shall mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" shall 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 meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

Director - Quality Assurance and Construction Safety (QA&CS): Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

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 and trenching and shoring, 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 shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

Project Safety Manager: A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor's Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum.

A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

QA&CS – Quality Assurance and Construction Safety of the New York City Department of Design and Construction.

Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a Construction Management firm, retained by DDC)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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 NYC Construction Codes – Title 28, the Contractor shall provide a Site Safety Manager with a Site Safety Manager License issued by the NYC Department of Building.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety procedures and training appropriate and

necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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 documented 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.

Work: The construction required by the 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.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall 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. DDC or CM Resident Engineer / Construction Project Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meetings and daily safety job briefings.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.
- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that 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.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

B. Contractors

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work tasks and hazard control methods. A written JHA shall be available at the site for reference and included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- 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 weekly safety meetings and daily job briefing sessions for the duration of the project. Documentation to be provided to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and Project Safety Manager, shall be available upon request. DDC reserves the right to request that the Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor 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 and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.
- 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.).
- Report unsafe or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. 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.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address DDC recommendations on safety, which shall 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 must 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 must 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 safety program and site safety plan submittals; etc.)
- Criteria 6: OSHA violation history for the last three (3) years;
- Criteria 7: Contractor shall 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 Construction Safety Unit 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. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Site Safety Plan shall 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 Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the Contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

Safety Program: Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization – Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program – Contractor's corporate training program.
- Hazard Corrective Actions – Criteria for safety inspections, identification of safety non-compliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries – Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) – Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools – Hand and Power
- Signs, Signals, and Barricades

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- Scaffold – Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.
- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders
- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program – General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

Site Safety Plan: The Site Safety Plan shall be a written document and shall apply to all project specific Contractor and subcontractor operations, and shall have at a minimum, the following elements with each element 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):

- Project Work Scope – Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization – Contractor’s organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- 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.
- Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions – Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation – Accident/incident notification procedure of DDC project staff. Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program – Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- 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.
- Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.

- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal – Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades – Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold – Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.
- 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, FDNY certificate requirements.
- Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan.
- 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.
- Excavation Safety – Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan – Project specific MPT plan, flagmen training.
- Steel Erection – Site specific erection plan, requirements for applicable written notifications; competent person.
- 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.
- Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances – Safety procedures for substances to be used on project.
- Noise Mitigation Plan – Completed project specific Noise Mitigation Plan.
- Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site.
- Dust Mitigation Plan – Completed project specific Dust Mitigation Plan.

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 must conduct a site and task assessment JHA to identify the major job steps 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 shall be communicated to all contractor/subcontractor personnel on site.

The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by QA&CS 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 Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (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 – QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, 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 to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents 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/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified 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 shall be a reason to rate a Contractor unsatisfactory which may be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

NOTICE TO BIDDERS

The City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is different from the 2013 version previously used by the City. Some of the significant changes are listed below. In addition, this March 2017 version incorporates the Insurance Rider (Articles 22.1.1(c) and 22.3.3), the Paid Sick Leave Law Contract Rider (Article 35.5), and the Hiring and Employment Rider: HireNYC and Reporting Requirements (Article 35.6). This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document if there are any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

- **ARTICLE 11 - DAMAGES CAUSED BY DELAYS:** Article 11 no longer provides for agencies to make determinations on claims for damages for delay or make payments for those claims through a change order. Instead claims will be submitted to the Comptroller in accordance with the standards in the Contract. The revised Article 11 also sets forth additional detail of what delay costs are compensable and how they are to be calculated.
- **ARTICLE 12 - COORDINATION WITH OTHER CONTRACTORS:** The March 2017 version revises Article 12.3 concerning the Engineer's failure to issue directions to an Other Contractor.
- **ARTICLE 14 - COMPLETION AND FINAL ACCEPTANCE OF THE WORK:** The March 2017 version clarifies Article 14.2.2 concerning the dates to complete punch list work.
- **ARTICLE 30 - NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS:** The March 2017 version clarifies the relationship between the requirements in Article 30.1 concerning when the contractor must submit notice and documentation of claims for delay damages, extra work, and other claims and the requirements that are set forth in Articles 11 and 27.
- **ARTICLE 56 - CLAIMS AND ACTIONS THEREON:** The March 2017 version revises Article 56.2.2 concerning the time to commence an action arising out of the Commissioner's exercise of his/her right to complete punch list or unsatisfactory work.
- **ARTICLE 78 - EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS:** The March 2017 version adds a new Article 78 requiring pre-bid viewing of the site and allowing the contractor to obtain a change order for extra work due to changed subsurface conditions.

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

March 2017

(NO TEXT ON THIS PAGE)

*CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT*

TABLE OF CONTENTS

CHAPTER I: THE CONTRACT AND DEFINITIONS	1
ARTICLE 1. THE CONTRACT	1
ARTICLE 2. DEFINITIONS	1
CHAPTER II: THE WORK AND ITS PERFORMANCE.....	4
ARTICLE 3. CHARACTER OF THE WORK	4
ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION	4
ARTICLE 5. COMPLIANCE WITH LAWS	5
ARTICLE 6. INSPECTION	10
ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION	11
CHAPTER III: TIME PROVISIONS	12
ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK	12
ARTICLE 9. PROGRESS SCHEDULES	13
ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL	13
ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY	14
ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS	18
ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE	19
ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK	21
ARTICLE 15. LIQUIDATED DAMAGES	23
ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION	23
CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS	24
ARTICLE 17. SUBCONTRACTS	24
ARTICLE 18. ASSIGNMENTS	26
CHAPTER V: CONTRACTOR’S SECURITY AND GUARANTEE	26
ARTICLE 19. SECURITY DEPOSIT	26
ARTICLE 20. PAYMENT GUARANTEE	27
ARTICLE 21. RETAINED PERCENTAGE	29
ARTICLE 22. INSURANCE	30
ARTICLE 23. MONEY RETAINED AGAINST CLAIMS	36
ARTICLE 24. MAINTENANCE AND GUARANTY	37
CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM	38
ARTICLE 25. CHANGES	38
ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK	38
ARTICLE 27. RESOLUTION OF DISPUTES	41
ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS	45
ARTICLE 29. OMITTED WORK	46
ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS	46
CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER	48
ARTICLE 31. THE RESIDENT ENGINEER	48
ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER	48
ARTICLE 33. THE COMMISSIONER	48
ARTICLE 34. NO ESTOPPEL	49
CHAPTER VIII: LABOR PROVISIONS.....	49
ARTICLE 35. EMPLOYEES	49
ARTICLE 36. NO DISCRIMINATION	57
ARTICLE 37. LABOR LAW REQUIREMENTS	59

ARTICLE 38. PAYROLL REPORTS.....	64
ARTICLE 39. DUST HAZARDS	64
CHAPTER IX: PARTIAL AND FINAL PAYMENTS	65
ARTICLE 40. CONTRACT PRICE	65
ARTICLE 41. BID BREAKDOWN ON LUMP SUM.....	65
ARTICLE 42. PARTIAL PAYMENTS.....	65
ARTICLE 43. PROMPT PAYMENT.....	66
ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT.....	66
ARTICLE 45. FINAL PAYMENT.....	67
ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT.....	68
ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION.....	69
CHAPTER X: CONTRACTOR'S DEFAULT	69
ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT	69
ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT	71
ARTICLE 50. QUITTING THE SITE.....	71
ARTICLE 51. COMPLETION OF THE WORK.....	71
ARTICLE 52. PARTIAL DEFAULT	71
ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK	72
ARTICLE 54. OTHER REMEDIES.....	72
CHAPTER XI: MISCELLANEOUS PROVISIONS	72
ARTICLE 55. CONTRACTOR'S WARRANTIES.....	72
ARTICLE 56. CLAIMS AND ACTIONS THEREON.....	73
ARTICLE 57. INFRINGEMENT	73
ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES.....	74
ARTICLE 59. SERVICE OF NOTICES	74
ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT.....	74
ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED	74
ARTICLE 62. TAX EXEMPTION	74
ARTICLE 63. INVESTIGATION(S) CLAUSE.....	76
ARTICLE 64. TERMINATION BY THE CITY	78
ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE	80
ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT	81
ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM	82
ARTICLE 68. ANTITRUST	82
ARTICLE 69. MACBRIDE PRINCIPLES PROVISIONS	83
ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB	85
ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS.....	85
ARTICLE 72. CONFLICTS OF INTEREST.....	85
ARTICLE 73. MERGER CLAUSE	85
ARTICLE 74. STATEMENT OF WORK.....	85
ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR	85
ARTICLE 76. ELECTRONIC FUNDS TRANSFER.....	85
ARTICLE 77. RECORDS RETENTION	86
ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS.....	86

**ARTICLE 79: PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES IN CITY PROCUREMENT87**

SIGNATURES95

ACKNOWLEDGMENT BY CORPORATION96

ACKNOWLEDGMENT BY PARTNERSHIP.....96

ACKNOWLEDGMENT BY INDIVIDUAL96

ACKNOWLEDGMENT BY COMMISSIONER97

AUTHORITY98

COMPTROLLER’S CERTIFICATE98

MAYOR’S CERTIFICATE99

PERFORMANCE BOND #1100

PERFORMANCE BOND #2.....104

PAYMENT BOND108

(NO TEXT ON THIS PAGE)

WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

2.1.5 **“City”** shall mean the City of New York.

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

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

2.1.8 **“Comptroller”** shall mean the Comptroller of the City of New York.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

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

5.4.3 Best Available Technology

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

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

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

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

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

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

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

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

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

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

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

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

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

11.4 Compensable Delays

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

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

- 11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.
- 11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.
- 11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**.
- 11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

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

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

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

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

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

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

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

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

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

11.7 Recoverable Costs

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

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

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

- 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
- 11.7.1.4 Additional insurance and bond costs;
- 11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project**-specific storage, field office utilities and telephone, and field office consumables;
- 11.7.1.6 Labor escalation costs based on actual costs;
- 11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;
- 11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and
- 11.7.1.9 Extended home office overhead calculated based on the following formula:
 - (1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);
 - (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
 - (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
 - (4) Multiply the result of item (3) by 7.25% for the total profit; and
 - (5) The total extended home office overhead will be the total of items (3) and (4).

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

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

- 11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

Contractor under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB** Rules.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective

of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's/Resident Engineer's** inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.¹ For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor's** industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of \$100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such

¹ In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

Subcontractor shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

Contract and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor's** faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City's** review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office (“ISO”) Form CG 0001. Such insurance shall be “occurrence” based rather than “claims-made” and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a “per project” aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the **City** shall specifically include the **City’s** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

Contractor's operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **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.² Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

² Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

35.5.2(c) An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

- illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
- iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSSL.

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 PSSL. 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 PSSL 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 PSSL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSSL, 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 PSSL 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 PSSL 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 PSSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including “Hire-on-the-Spot” events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor’s** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **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,⁶ as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**.

Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A Final Approved Punch List.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term “entity” as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term “member” as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**’ written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations (“DOI”) of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City**’s materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or 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.

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**

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE 1. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter “Section 6-129”). 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. 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 I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I 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 New York City Department of Small Business Services 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 II (see Pages 2-4) 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; and (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. 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 II (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 nonresponsive.

(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 II (see Pages 2-4) 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; and (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. 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 II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). 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 multiyear 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 MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where 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 III (Page 5) 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 poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted 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 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.

13. 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.

14. 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 an **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 an **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 VENDEX as caution data.

Deputy

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: 
Commissioner

CONTRACTOR:

By: 
(Member of Firm or Officer of Corporation)

Title: PRESIDENT

(Where Contractor is a Corporation, add):
Attest:

Secretary

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 28 day of DEC, 2017, before me personally came Kanti Bhandari to me known who, being by me duly sworn did depose and say that he resides at 376 Summit St Woodside NY 11377 that he is the PRESIDENT OF NEELAM CONST CORP 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.

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

Brenda A Barreiro
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT 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

ACKNOWLEDGEMENT 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

Deputy
✓

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 3rd day of Jan, 2018, before me personally came Eric Macfarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Brenda A Barreiro

Notary Public or Commissioner of Deeds

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

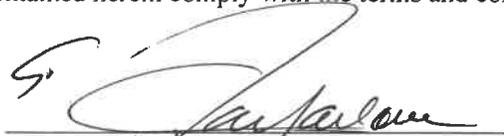
eight million, nine hundred, nineteen thousand, six hundred thirty-one

Dollars (\$ 8,919,631.00)

is chargeable to the fund of the Department of Design and Construction entitled Code

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.



Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

MAYOR'S CERTIFICATE OR
CERTIFICATE OF THE DIRECTOR
OF THE BUDGET

Performance Bond #1 (Pages 100 to 103): 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)

PERFORMANCE BOND #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

Performance Bond #1 (Pages 100 to 103): 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 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 100 to 103): 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 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)

Principal (L.S.)

By: _____
(Seal) Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #1 (Pages 100 to 103): 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.m.

PERFORMANCE BOND #1 (Page 4)

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 _____

_____ ; 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

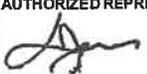
PRODUCER Dale Group PO Box 6 Florham Park NJ 07932	CONTACT NAME: Tina Taran PHONE (A/C, No, Ext): 973-377-7000 E-MAIL ADDRESS: tinat@dalegroup.com	FAX (A/C, No): 973-377-4614
	INSURER(S) AFFORDING COVERAGE	
INSURED NEELCON-01 Neelam Construction Corp Kanti Bhandari 163-A Paris Avenue Northvale NJ 07647	INSURER A : Ohio Security Insurance Co NAIC # 24082	
	INSURER B : Lloyds Of London 85202	
	INSURER C : Gemini Insurance Company 10833	
	INSURER D : National Union Fire Ins Co 19445	
	INSURER E : ShelterPoint Life Insurance 81434	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1165787820 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Completed ops GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		VGGP002809	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS1857251124	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		EBU018322950	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B E	Professional/Polli Liab Disability		PGIARK05817 DBL413037	1/19/2017 8/1/2017	1/19/2018 8/1/2018	Occurrence/Aggr 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: (Landmark) Building Envelope Rehabilitation for Regent Family Center FMSID - HH115REGX Pin: 8502017HR0007C
 NYC Department of Design and Construction and City of New York, including its officials and employees are added as an Additional Insured to the General Liability as required by written contract but, only as respects to all covered operations of the Named Insured performed on behalf of the Additional Insured.

CERTIFICATE HOLDER NYC Department of Design and Construction 30-30 Thomson Avenue LIC NY 11101	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.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 222822073
NEELAM CONSTRUCTION CORP
163A PARIS AVE
NORTHVALE NJ 07647



Scan to Validate

POLICYHOLDER NEELAM CONSTRUCTION CORP 163A PARIS AVE NORTHVALE NJ 07647	CERTIFICATE HOLDER NYC-DDC 30-30 THOMSON AVE LONG ISLAND CITY NY 11101
---	--

POLICY NUMBER G1336 916-0	CERTIFICATE NUMBER 132519	POLICY PERIOD 04/01/2017 TO 04/01/2018	DATE 12/12/2017
-------------------------------------	-------------------------------------	--	---------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1336 916-0, 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, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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 POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

KANH BHANDERI, PRESIDENT OF NEELAM CONSTRUCTION CORP

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: 284154092



CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)
NEELAM CONSTRUCTION CORP

KANTI BHANDERI
163-A PARIS AVENUE
NORTHVALE, NJ 07647

1b. Business Telephone Number of Insured

201-768-2213

1c. NYS Unemployment Insurance Employer Registration Number of Insured

1d. Federal Employer Identification Number of Insured or Social Security Number

222822073

2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder)
NEW YORK CITY DEPARTMENT OF DESIGN AND 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":
DBL413037

3c. Policy effective period:

08/01/2017 to 07/31/2018

4. Policy covers:

- a. [X] All of the employer's employees eligible under the New York Disability Benefits Law
b. [] Only the following class or classes of the 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 Benefits insurance coverage as described above.

Date Signed 12/15/2017

By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is 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" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law.
It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York
Worker's Compensation Board

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed By (Signature of NYS Worker's Compensation Board Employee)

Telephone Number Title

Please Note: Only insurance carriers licensed to write NYS Disability 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 benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

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 Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability 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 NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY 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 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 for all employees has been secured as provided by this article.

Performance Bond #2 (Pages 104 to 107): 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, Neelam Construction Corp.

163A Paris Avenue

Northvale, NJ 07647

hereinafter referred to as the "Principal,"

and, Vigilant Insurance Company

150 Allen Road, Suite 203

Basking Ridge, NJ 07920

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 Eight Million Nine Hundred Nineteen Thousand Six Hundred Thirty-One and 00/100

(\$ 8,919,631.00) 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 Building Envelope Rehabilitation for Regents Family Center

2724 Broadway, Manhattan, NY 10032 Solicitation No. HH115REGX

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

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

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

22nd day of December 20 17

(Seal)

Neelam Construction Corp. (L.S.)
Principal

By:

Kanti Bhandari, President

(Seal)

Surety
Vigilant Insurance Company

By:

Melissa F. Schmidig, Attorney-In-Fact

(Seal)

Surety

By: _____

Surety

(Seal)

By: _____

Surety

(Seal)

By: _____

Surety

(Seal)

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of NJ County of Morris ss:

On this 26th day of December, 20 17 before me personally

came Kanti Bhandari

to me known, who, being by me duly sworn did depose and say that he resides

at 316 Summit St
Norwood NJ 07648

; that he/she is the 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.

Julsi K Gandhi

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.

RECEIVED
DEPARTMENT OF STATE
WASHINGTON, D.C.
JULY 02 1952

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

Neelam Construction Corp.

163A Paris Avenue

Northvale, NJ 07647

hereinafter referred to as the "Principal", and _____

Vigilant Insurance Company

150 Allen Road, Suite 203

Basking Ridge, NJ 07920

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

Eight Million Nine Hundred Nineteen Thousand Six Hundred Thirty-One Dollars and 00/100

(\$ 8,919,631.00) 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

Building Envelope Rehabilitation for Regents Family Center 2724 Broadway, Manhattan, NY 10032

Solicitation No.: HH115REGX

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

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent 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.

ACKNOWLEDGEMENT OF SURETY

STATE OF: NEW JERSEY

COUNTY OF Bergen

On this 22nd day of December, 2017, before me personally appeared, Melissa F. Schmidig known to be the Attorney-In-Fact of Vigilant Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of New Jersey
County of Bergen

DONNA BORNEMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 22, 2020

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION
NEW JERSEY PUBLIC WORKS SURETY BONDS
(pursuant to N.J.S.A. 2A: 44-143)**

Federal Insurance Company, Vigilant Insurance Company and/or Pacific Indemnity Company, surety(ies) on the attached bond, hereby certify(ies) the following:

1. The surety(ies) meet(s) the applicable capital and surplus requirements of R.S. 17:17- 6 or R.S. 17:17- 7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2016:

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
Federal Insurance Company	\$ 20,980,068	\$11,423,809,000
Vigilant Insurance Company	\$ 4,500,000	\$ 319,505,000
Pacific Indemnity Company	\$ 5,535,000	\$ 2,926,619,000

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 787 Seventh Avenue, New York, NY 10019, and are included in the Annual Statements on file with the New Jersey Department of Insurance, 20 West State Street, CN- 325, Trenton, NJ 08625-0325.

3. Each of the sureties has a current rating from A.M. Best Company of A++ (Superior).
4. Each of the sureties has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2016 as follows:

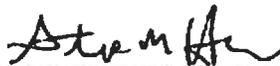
<u>Surety Company</u>	<u>Limitation Per Bond</u>
Federal Insurance Company	\$1,186,080,000
Vigilant Insurance Company	\$ 30,623,000
Pacific Indemnity Company	\$ 293,025,000

5. The amount of the bond to which this statement and certification is attached is \$ 8,919,631.00

CERTIFICATE

I, Stephen M. Haney, as Vice President of **Federal Insurance Company**, a corporation domiciled in Indiana, **Vigilant Insurance Company**, a corporation domiciled in New York, and **Pacific Indemnity Company**, a corporation domiciled in Wisconsin, do hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements are false, this bond is voidable.

By:



Stephen M Haney, Vice President

VIGILANT INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2016

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	13,155	Outstanding Losses and Loss Expenses	\$ 77,392
United States Government, State and Municipal Bonds	234,181	Unearned Premiums	18,691
Other Bonds	147,451	Ceded Reinsurance Premiums Payable	63,947
Stocks	2,713	Provision for Reinsurance	130
Other Invested Assets	199	Other Liabilities	28,384
TOTAL INVESTMENTS	397,699	TOTAL LIABILITIES	188,544
Premiums Receivable	94,733	Capital Stock	4,500
Other Assets	15,617	Paid-In Surplus	25,169
		Unassigned Funds	289,836
		SURPLUS TO POLICYHOLDERS	319,505
TOTAL ADMITTED ASSETS	\$ 508,049	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	\$ 508,049

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2016, investments with a carrying value of \$10,612,644 were deposited with government authorities
as required by law.

State, County & City of New York, - ss;

Dawn M. Chloros, Assistant Secretary _____ of the Vigilant Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Vigilant Insurance Company on December 31, 2016 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2016.

Subscribed and sworn to before me
this March 3, 2017.

Jeannette Shipsey

Notary Public

JEANNETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Bornemann, Charles J. Cavadini, James V. Gardella, Paul Matrale and Melissa F. Schmid of Carlstadt, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 15th day of May, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318985
Commission Expires July 18, 2019

[Handwritten Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 22, 2017



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**State of New York
Insurance Department**

Whereas it appears that

VIGILANT INSURANCE COMPANY

Home Office Address New York, New York

Organized under the Laws of New York

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, residual value, gap, prize indemnification and legal services insurance, as specified in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 26(A)(B)(C)(D), 27 and 29 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended), and as authorized by Section 4102(c), insurance of every kind or description outside of the United States, reinsurance of every kind or description.

**In Witness Whereof, I have hereunto set my
hand and affixed the official seal of this
Department at the City of Albany, New
York, this 22nd day of March, 2000.**



Neil D. Levin
Superintendent of Insurance

By *Barbara E. Chelov*
Special Deputy Superintendent

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

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 22nd day of December, 2017.

(Seal)

Neelam Construction Corp. (L.S.)
Principal

By: [Signature]
Kanti Bhandari, President

(Seal)

Vigilant Insurance Company
Surety

By: [Signature]
Melissa F. Schmidig, 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 a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

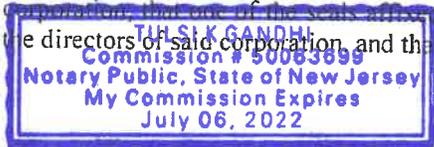
Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NJ County of Morris ss:

On this 26 day of December 2017, before me personally came Kanti Bhandari to me known, who, being by me duly sworn did depose and say that he resides at 316 Summit St Newwood, NJ 07647 that he is the 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.



Tulsik Gandhi
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.

NOTARY PUBLIC
STATE OF NEW YORK
My Comm. Expires
July 01, 2023
JAMES G. SMITH
Commission # 0000000000

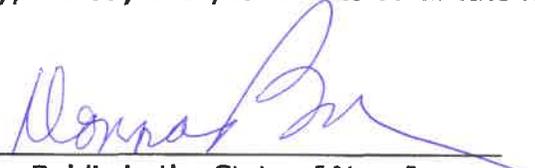
ACKNOWLEDGEMENT OF SURETY

STATE OF: NEW JERSEY

COUNTY OF Bergen

On this 22nd day of December, 2017, before me personally appeared, Melissa F. Schmidig known to be the Attorney-In-Fact of Vigilant Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of New Jersey
County of Bergen

DONNA BORNEMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 22, 2020

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION
NEW JERSEY PUBLIC WORKS SURETY BONDS
(pursuant to N.J.S.A. 2A: 44-143)**

Federal Insurance Company, Vigilant Insurance Company and/or Pacific Indemnity Company, surety(ies) on the attached bond, hereby certify(ies) the following:

1. The surety(ies) meet(s) the applicable capital and surplus requirements of R.S. 17:17- 6 or R.S. 17:17- 7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2016:

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
Federal Insurance Company	\$ 20,980,068	\$11,423,809,000
Vigilant Insurance Company	\$ 4,500,000	\$ 319,505,000
Pacific Indemnity Company	\$ 5,535,000	\$ 2,926,619,000

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 787 Seventh Avenue, New York, NY 10019, and are included in the Annual Statements on file with the New Jersey Department of Insurance, 20 West State Street, CN- 325, Trenton, NJ 08625-0325.

3. Each of the sureties has a current rating from A.M. Best Company of A++ (Superior).
4. Each of the sureties has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2016 as follows:

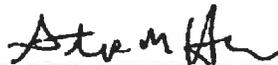
<u>Surety Company</u>	<u>Limitation Per Bond</u>
Federal Insurance Company	\$1,186,080,000
Vigilant Insurance Company	\$ 30,623,000
Pacific Indemnity Company	\$ 293,025,000

5. The amount of the bond to which this statement and certification is attached is \$ 8,919,631.00

CERTIFICATE

I, Stephen M. Haney, as Vice President of **Federal Insurance Company**, a corporation domiciled in Indiana, **Vigilant Insurance Company**, a corporation domiciled in New York, and **Pacific Indemnity Company**, a corporation domiciled in Wisconsin, do hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements are false, this bond is voidable.

By:



Stephen M Haney, Vice President

VIGILANT INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2016

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	13,155	Outstanding Losses and Loss Expenses	\$ 77,392
United States Government, State and Municipal Bonds	234,181	Unearned Premiums	18,691
Other Bonds	147,451	Ceded Reinsurance Premiums Payable	63,947
Stocks	2,713	Provision for Reinsurance	130
Other Invested Assets	199	Other Liabilities	28,384
TOTAL INVESTMENTS	397,699	TOTAL LIABILITIES	188,544
Premiums Receivable	94,733	Capital Stock	4,500
Other Assets	15,617	Paid-In Surplus	25,169
		Unassigned Funds	289,836
		SURPLUS TO POLICYHOLDERS	319,505
TOTAL ADMITTED ASSETS	\$ 508,049	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	\$ 508,049

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2016, investments with a carrying value of \$10,612,644 were deposited with government authorities as required by law.

State, County & City of New York, - ss;

Dawn M. Chloros, Assistant Secretary of the Vigilant Insurance Company being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Vigilant Insurance Company on December 31, 2016 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2016.

Subscribed and sworn to before me
this March 3, 2017.

Jeanette Shipsey

Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Bornemann, Charles J. Cavadini, James V. Gardella, Paul Matrale and Melissa F. Schmidig of Carlstadt, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 15th day of May, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 22, 2017



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**State of New York
Insurance Department**

Whereas it appears that

VIGILANT INSURANCE COMPANY

Home Office Address New York, New York

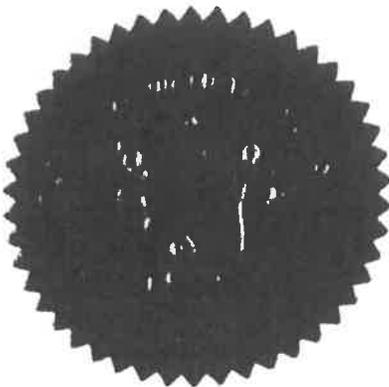
Organized under the Laws of New York

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, residual value, gap, prize indemnification and legal services insurance, as specified in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 26(A)(B)(C)(D), 27 and 29 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended), and as authorized by Section 4102(c), insurance of every kind or description outside of the United States, reinsurance of every kind or description.

**In Witness Whereof, I have hereunto set my
hand and affixed the official seal of this
Department at the City of Albany, New
York, this 22nd day of March, 2000.**



Neil D. Levin
Superintendent of Insurance

By *Barbara E. Chelov*
Special Deputy Superintendent

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

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 employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he 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.

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	3
BOILERMAKER.....	3
BRICKLAYER.....	4
CARPENTER.....	5
CARPENTER - HIGH RISE CONCRETE FORMS	6
CEMENT MASON.....	7
CEMENT AND CONCRETE WORKER.....	7
DERRICKPERSON & RIGGER (STONE).....	8
DOCKBUILDER/PILE DRIVER.....	9
ELECTRICIAN	10
ELEVATOR CONSTRUCTOR.....	12
ELEVATOR REPAIR & MAINTENANCE.....	13
ENGINEER	14
ENGINEER - OPERATING	15
FLOOR COVERER.....	16
GLAZIER	16
HEAT & FROST INSULATOR	17
HOUSE WRECKER.....	18
IRON WORKER - ORNAMENTAL.....	18
IRON WORKER - STRUCTURAL.....	19
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON).....	20
MARBLE MECHANICS	21
MASON TENDER.....	22
METALLIC LATHER.....	23
MILLWRIGHT	23
PAVER AND ROADBUILDER.....	24
PAINTER	24
PAINTER - METAL POLISHER.....	25
PAINTER - STRUCTURAL STEEL.....	26
PLASTERER	26
PLASTERER - TENDER.....	27
PLUMBER	28
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	29
ROOFER.....	30
SHEET METAL WORKER.....	30
SIGN ERECTOR.....	32
STEAMFITTER.....	33
STONE MASON - SETTER.....	34
TAPER.....	35
TILE LAYER - SETTER	35
TIMBERPERSON	36

ASBESTOS HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 78% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 83% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 89% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.84

Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$31.26

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$32.57
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$33.02

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.29
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$34.78

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.03
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$36.56

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$37.76
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$38.32

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$39.51
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$40.09

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$41.22
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: \$41.84

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.80

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.03

Carpenter (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.03

Carpenter (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.03

Carpenter (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.03

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$16.86

Supplemental Benefit Rate per Hour: \$16.20

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$23.16

Supplemental Benefit Rate per Hour: \$16.33

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$29.61

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$16.46

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$37.07

Supplemental Benefit Rate per Hour: \$16.61

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$17.75

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$23.03

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$24.30

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: \$16.96
Supplemental Benefit Rate Per Hour: \$11.80

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: \$22.08
Supplemental Benefit Rate Per Hour: \$16.49

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: \$27.20
Supplemental Benefit Rate Per Hour: \$17.33

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018

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: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.03

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.03

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.03

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.03

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$14.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Overtime Supplemental Rate Per Hour: **\$13.29**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$14.50**

Supplemental Benefit Rate per Hour: **\$12.63**

Overtime Supplemental Rate Per Hour: **\$13.58**

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$15.00**

Supplemental Benefit Rate per Hour: **\$12.88**

Overtime Supplemental Rate Per Hour: **\$13.87**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$15.50**

Supplemental Benefit Rate per Hour: **\$13.14**

Overtime Supplemental Rate Per Hour: **\$14.16**

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$16.00**

Supplemental Benefit Rate per Hour: **\$13.39**

Overtime Supplemental Rate Per Hour: **\$14.44**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$16.50**

Supplemental Benefit Rate per Hour: **\$13.64**

Overtime Supplemental Rate Per Hour: **\$14.73**

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$13.90**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Overtime Supplemental Rate Per Hour: \$15.02

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$17.50**

Supplemental Benefit Rate per Hour: **\$14.15**

Overtime Supplemental Rate Per Hour: \$15.31

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$14.41**

Overtime Supplemental Rate Per Hour: \$15.59

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$18.50**

Supplemental Benefit Rate per Hour: **\$14.66**

Overtime Supplemental Rate Per Hour: \$15.88

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$19.00**

Supplemental Benefit Rate per Hour: **\$14.92**

Overtime Supplemental Rate Per Hour: \$16.17

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$19.50**

Supplemental Benefit Rate per Hour: **\$15.17**

Overtime Supplemental Rate Per Hour: \$16.45

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$20.00**

Supplemental Benefit Rate per Hour: **\$15.43**

Overtime Supplemental Rate Per Hour: \$16.74

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$20.50**

Supplemental Benefit Rate per Hour: **\$15.68**

Overtime Supplemental Rate Per Hour: \$17.03

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$22.00**

Supplemental Benefit Rate per Hour: **\$16.44**

Overtime Supplemental Rate Per Hour: \$17.89

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$22.50**
Supplemental Benefit Rate per Hour: **\$16.70**
Overtime Supplemental Rate Per Hour: **\$18.18**

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: **\$24.00**
Supplemental Benefit Rate per Hour: **\$19.80**
Overtime Supplemental Rate Per Hour: **\$21.30**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$24.50**
Supplemental Benefit Rate per Hour: **\$20.30**
Overtime Supplemental Rate Per Hour: **\$21.84**

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: **\$28.50**
Supplemental Benefit Rate per Hour: **\$22.10**
Overtime Supplemental Rate Per Hour: **\$23.89**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$29.00**
Supplemental Benefit Rate per Hour: **\$22.65**
Overtime Supplemental Rate Per Hour: **\$24.47**

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: **\$29.88**

Effective Period: 3/17/2018 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.35

Elevator (Constructor) - Second Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.31

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.80

Elevator (Constructor) - Third Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.19

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.70

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.07

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.60

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$29.80

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Per Hour: \$31.28

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$30.23

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$31.72

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$31.09

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.60

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$31.95

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$33.49

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$24.77
Supplemental Benefit Rate per Hour: \$24.62

Engineer - Second Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$30.97**
Supplemental Benefit Rate per Hour: **\$24.62**

Engineer - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$34.06**
Supplemental Benefit Rate per Hour: **\$24.62**

Engineer - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$37.16**
Supplemental Benefit Rate per Hour: **\$24.62**

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$20.85**

Operating Engineer - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$20.85**

Operating Engineer - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$20.85**

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$15.26

Glazier (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$25.36

Glazier (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$28.62

Glazier (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$34.67

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$21.17
Supplemental Benefit Rate per Hour: \$18.54

House Wrecker - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$22.32
Supplemental Benefit Rate per Hour: \$18.54

House Wrecker - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$23.97
Supplemental Benefit Rate per Hour: \$18.54

House Wrecker - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$26.53
Supplemental Benefit Rate per Hour: \$18.54

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$39.40

Iron Worker (Ornamental) - 11 -16 Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.62

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$41.83

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$44.27

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.70

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$26.12
Supplemental Benefit Rate per Hour: \$50.22

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$26.72
Supplemental Benefit Rate per Hour: \$50.22

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$27.32

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$50.22

(Local #40 and #361)

**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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$40.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$40.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$40.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: \$40.63

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Polishers & Finishers - Third 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$21.39**

Supplemental Benefit Rate per Hour: **\$19.65**

Mason Tender - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$22.54**

Supplemental Benefit Rate per Hour: **\$19.65**

Mason Tender - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$24.29**

Supplemental Benefit Rate per Hour: **\$19.70**

Mason Tender - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$26.95**

Supplemental Benefit Rate per Hour: **\$19.70**

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$28.38**

Supplemental Benefit Rate per Hour: **\$10.96**

Metallic Lather (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$32.38**

Supplemental Benefit Rate per Hour: **\$12.96**

Metallic Lather (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$35.38**

Supplemental Benefit Rate per Hour: **\$17.12**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$37.38**

Supplemental Benefit Rate per Hour: **\$17.92**

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$28.33**

Supplemental Benefit Rate per Hour: **\$34.28**

Millwright (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$33.48**
Supplemental Benefit Rate per Hour: **\$37.88**

Millwright (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$38.63**
Supplemental Benefit Rate per Hour: **\$42.13**

Millwright (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$48.93**
Supplemental Benefit Rate per Hour: **\$48.69**

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$27.86**
Supplemental Benefit Rate per Hour: **\$19.25**

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$29.50**
Supplemental Benefit Rate per Hour: **\$19.25**

(Local #1010)

PAINTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$17.00
Supplemental Benefit Rate per Hour: \$13.42

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$21.25
Supplemental Benefit Rate per Hour: \$17.43

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$25.50
Supplemental Benefit Rate per Hour: \$20.50

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$34.00
Supplemental Benefit Rate per Hour: \$26.20

(District Council of Painters)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$11.75
Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$13.00
Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$5.13

(Local 8A-28)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$13.59

Plasterer - First Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$14.07

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.04

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.12

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.29

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.37

(Local #530)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$21.39
Supplemental Benefit Rate per Hour: \$19.65

Plasterer Tender - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$22.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$19.65

Plasterer Tender - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$24.29

Supplemental Benefit Rate per Hour: \$19.70

Plasterer Tender - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$26.95

Supplemental Benefit Rate per Hour: \$19.70

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$16.28

Supplemental Benefit Rate per Hour: \$5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$19.28

Supplemental Benefit Rate per Hour: \$6.43

Plumber - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$26.35

Supplemental Benefit Rate per Hour: \$17.10

Plumber - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$28.45

Supplemental Benefit Rate per Hour: \$17.10

Plumber - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$31.30**
Supplemental Benefit Rate per Hour: **\$17.10**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$32.70**
Supplemental Benefit Rate per Hour: **\$17.10**

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$44.77**
Supplemental Benefit Rate per Hour: **\$17.10**

(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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$25.89**
Supplemental Benefit Rate per Hour: **\$13.64**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$28.97**
Supplemental Benefit Rate per Hour: **\$18.15**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$34.12**
Supplemental Benefit Rate per Hour: **\$20.90**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$41.33

Supplemental Benefit Rate per Hour: \$21.60

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.35

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.12

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$23.54

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.70

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.11

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.96

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.07

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.15

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$14.72

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$16.71

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$18.68

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$20.68

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$27.72

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$30.57

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$33.31

Sign Erector - Fourth Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.83

Sign Erector - Fifth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.32

Sign Erector - Sixth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.81

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER
(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 100% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Drywall Taper - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$32.79

Timberperson - Second Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$32.79

Timberperson - Third Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Rate Per Hour: \$32.79

Timberperson - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Rate Per Hour: \$32.79

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

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 Labor Law §220 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 contracts.

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 New York State 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 works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works 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 works 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 works contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. 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 www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts 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 <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; 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.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	5
BLASTER	5
BOILERMAKER.....	7
BRICKLAYER.....	8
CARPENTER - BUILDING COMMERCIAL	9
CARPENTER - HEAVY CONSTRUCTION WORK	10
CARPENTER - HIGH RISE CONCRETE FORMS	11
CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST.....	12
CEMENT & CONCRETE WORKER.....	13
CEMENT MASON.....	14
CORE DRILLER	15
DERRICKPERSON AND RIGGER	16
DIVER.....	17
DOCKBUILDER - PILE DRIVER.....	18
DRIVER: TRUCK (TEAMSTER)	19
ELECTRICIAN	21
ELECTRICIAN - ALARM TECHNICIAN.....	24
ELECTRICIAN-STREET LIGHTING WORKER	25
ELEVATOR CONSTRUCTOR	26
ELEVATOR REPAIR & MAINTENANCE	27
ENGINEER	28
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	33
ENGINEER - FIELD (BUILDING CONSTRUCTION)	34
ENGINEER - FIELD (HEAVY CONSTRUCTION)	35
ENGINEER - FIELD (STEEL ERECTION)	36
ENGINEER - OPERATING	37
FLOOR COVERER	45
GLAZIER	46
GLAZIER - REPAIR & MAINTENANCE	47
HEAT AND FROST INSULATOR	48
HOUSE WRECKER	49
IRON WORKER - ORNAMENTAL.....	49
IRON WORKER - STRUCTURAL.....	50
LABORER	51
LANDSCAPING	52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

MARBLE MECHANIC.....	54
MASON TENDER	55
MASON TENDER (INTERIOR DEMOLITION WORKER).....	56
METALLIC LATHER.....	56
MILLWRIGHT	57
MOSAIC MECHANIC.....	58
PAINTER	59
PAINTER - METAL POLISHER.....	60
PAINTER - STRIPER.....	61
PAINTER - STRUCTURAL STEEL.....	62
PAPERHANGER	63
PAVER AND ROADBUILDER.....	64
PLASTERER	66
PLASTERER - TENDER.....	67
PLUMBER	67
PLUMBER (MECHNICAL EQUIPMENT AND SERVICE).....	68
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	69
PLUMBER: PUMP & TANK.....	70
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	71
ROOFER.....	72
SHEET METAL WORKER.....	72
SHEET METAL WORKER - SPECIALTY	73
SHIPYARD WORKER.....	74
SIGN ERECTOR.....	76
STEAMFITTER	76
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER	78
STONE MASON - SETTER.....	80
TAPER.....	81
TELECOMMUNICATION WORKER	82
TILE FINISHER.....	83
TILE LAYER - SETTER	84
TIMBERPERSON	84
TUNNEL WORKER	85
WELDER.....	87

ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$16.45**

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 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)

BLASTER

Blaster

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.27**

Supplemental Benefit Rate per Hour: **\$47.99**

Blaster (Hydraulic)

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$47.15
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$41.29
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$40.46
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$39.34
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Powder Carriers

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$35.17
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$33.81
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$33.00
Supplemental Benefit Rate per Hour: \$47.99

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$18.22
Supplemental Benefit Rate per Hour: \$47.99

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first two hours of overtime Monday through Friday, the first ten hours, the first ten hours of work on Saturday and for Make-up Time. Double time for all hours over ten Monday through Saturday (except make-up hours) and for all hours worked on Sunday and Holidays.

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

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2017 - 12/31/2017

Wage Rate per Hour: **\$55.23**

Supplemental Benefit Rate per Hour: **\$42.96**

Supplemental Note: For time and one half overtime - \$63.82 For double overtime - \$84.68

Effective Period: 1/1/2018 - 6/30/2018

Wage Rate per Hour: **\$57.17**

Supplemental Benefit Rate per Hour: **\$43.62**

Supplemental Note: For time and one half overtime - \$64.81 For double overtime - \$86.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$55.10

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$31.20**

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.

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

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$46.28**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 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.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.63**

Supplemental Benefit Rate per Hour: **\$49.66**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

CARPENTER - HIGH RISE CONCRETE FORMS (Excludes Engineering Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$41.49**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$39.07**

Supplemental Benefit Rate per Hour: **\$16.65**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$39.46**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$26.00**

Supplemental Note: \$29.50 on Saturdays; \$33.00 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$18.00**

Supplemental Note: \$19.50 on Saturdays; \$21.00 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$42.62

Supplemental Benefit Rate per Hour: \$38.96

Supplemental Note: For time and one half overtime - \$48.21; For double overtime - \$57.46

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.

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 an off shift day, (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. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$38.82**

Supplemental Benefit Rate per Hour: **\$24.66**

Core Driller Helper

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$30.96**

Supplemental Benefit Rate per Hour: **\$24.66**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$27.86**

Supplemental Benefit Rate per Hour: **\$24.66**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$24.77**

Supplemental Benefit Rate per Hour: **\$24.66**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$21.67**

Supplemental Benefit Rate per Hour: **\$24.66**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. 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 seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.86**

Supplemental Benefit Rate per Hour: **\$51.40**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$52.82 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$40.29**

Supplemental Benefit Rate per Hour: **\$39.23**

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. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$66.66**

Supplemental Benefit Rate per Hour: **\$49.66**

Diver Tender (Marine)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.34**

Supplemental Benefit Rate per Hour: **\$49.66**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.63**

Supplemental Benefit Rate per Hour: **\$49.66**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.18**

Supplemental Benefit Rate per Hour: **\$44.79**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.94; at double time rate - \$26.58

Driver - Tractor Trailer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.22**

Supplemental Benefit Rate per Hour: **\$45.40**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$17.55; at double time rate - \$23.40

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.78**

Supplemental Benefit Rate per Hour: **\$45.40**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$17.55 at double time rate - \$23.40

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

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$38.40

Supplemental Benefit Rate per Hour: \$42.12

Supplemental Note: Over 40 hours worked: time and one half rate \$15.99, double time rate \$21.33

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar 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).

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

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$54.35**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$55.72**

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$84.00**

Supplemental Benefit Rate per Hour: **\$57.86**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$84.00**

Supplemental Benefit Rate per Hour: **\$59.23**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$65.71**

Supplemental Benefit Rate per Hour: **\$61.94**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$65.71**

Supplemental Benefit Rate per Hour: **\$63.52**

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2017 - 5/9/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$98.57**
Supplemental Benefit Rate per Hour: **\$66.05**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$98.57**
Supplemental Benefit Rate per Hour: **\$67.64**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: **\$73.60**
Supplemental Benefit Rate per Hour: **\$68.33**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$73.60**
Supplemental Benefit Rate per Hour: **\$70.09**

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: **\$110.40**
Supplemental Benefit Rate per Hour: **\$72.95**

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: **\$110.40**
Supplemental Benefit Rate per Hour: **\$74.70**

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

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 \$25.67 and effective 5/10/18 \$25.92.

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: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$28.50**

Supplemental Benefit Rate per Hour: **\$22.10**

First and Second Year "M" Wage Rate Per Hour: **\$24.00**

First and Second Year "M" Supplemental Rate: **\$19.80**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$22.65**

First and Second Year "M" Wage Rate Per Hour: **\$24.50**

First and Second Year "M" Supplemental Rate: **\$20.30**

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: 7/1/2017 - 5/9/2018

Wage Rate per Hour: **\$42.75**

Supplemental Benefit Rate per Hour: **\$23.89**

First and Second Year "M" Wage Rate Per Hour: **\$36.00**

First and Second Year "M" Supplemental Rate: **\$21.30**

Effective Period: 5/10/2018 - 6/30/2018

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$24.47**

First and Second Year "M" Wage Rate Per Hour: **\$36.75**

First and Second Year "M" Supplemental Rate: **\$21.84**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$32.40**

Supplemental Benefit Rate per Hour: **\$16.10**

Supplemental Note: \$14.60 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2017 - 5/15/2018
Wage Rate per Hour: **\$56.00**
Supplemental Benefit Rate per Hour: **\$56.26**

Effective Period: 5/16/2018 - 6/30/2018
Wage Rate per Hour: **\$56.00**
Supplemental Benefit Rate per Hour: **\$57.63**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2017 - 5/15/2018
Wage Rate per Hour: **\$41.54**
Supplemental Benefit Rate per Hour: **\$41.02**

Effective Period: 5/16/2018 - 6/30/2018
Wage Rate per Hour: **\$42.16**
Supplemental Benefit Rate per Hour: **\$42.19**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2017 - 5/16/2018

Wage Rate per Hour: **\$35.58**

Supplemental Benefit Rate per Hour: **\$36.89**

Effective Period: 5/17/2018 - 6/30/2018

Wage Rate per Hour: **\$36.11**

Supplemental Benefit Rate per Hour: **\$37.93**

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2017 - 3/16/2018

Wage Rate per Hour: **\$62.64**

Supplemental Benefit Rate per Hour: **\$34.25**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2018 - 6/30/2018

Wage Rate per Hour: **\$64.48**

Supplemental Benefit Rate per Hour: **\$35.85**

Overtime Description

For New Construction: work performed after 7 or 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.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2017 - 3/16/2018

Wage Rate per Hour: **\$49.14**

Supplemental Benefit Rate per Hour: **\$34.11**

Effective Period: 3/17/2018 - 6/30/2018

Wage Rate per Hour: **\$50.49**

Supplemental Benefit Rate per Hour: **\$35.71**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$67.32**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$107.71**

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$65.31**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$104.50**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$61.93**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$99.09**

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$65.00**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$104.00**

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$85.53**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$136.85**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.73**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$68.37**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$43.86**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$70.18**

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$58.57**

Supplemental Benefit Rate per Hour: **\$36.87**

Supplemental Note: \$66.34 on overtime

Shift Wage Rate: **\$93.71**

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$40.36**

Supplemental Benefit Rate per Hour: **\$36.87**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: \$66.34 on overtime
Shift Wage Rate: **\$64.58**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$61.13**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$97.81**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$57.21**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$91.54**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$43.54**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$69.66**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$58.30**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.28**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$55.42**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$41.16**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 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
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

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$38.18**
Supplemental Benefit Rate per Hour: **\$20.15**
Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

Instrument Person

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$31.47**
Supplemental Benefit Rate per Hour: **\$20.15**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

Rodperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$27.24

Supplemental Benefit Rate per Hour: \$20.15

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 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)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$60.10

Supplemental Benefit Rate per Hour: \$32.15

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$46.69

Supplemental Benefit Rate per Hour: \$32.15

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$30.20**

Supplemental Benefit Rate per Hour: **\$32.15**

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 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)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$70.25**

Supplemental Benefit Rate per Hour: **\$34.18**

Supplemental Note: Overtime benefit rate - \$47.82 per hour (time & one half), \$61.46 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$51.64**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$34.18**

Supplemental Note: Overtime benefit rate - \$47.82 per hour (time & one half), \$61.46 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$43.37**

Supplemental Benefit Rate per Hour: **\$34.18**

Supplemental Note: Overtime benefit rate - \$47.82 per hour (time & one half), \$61.46 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)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$63.64**

Supplemental Benefit Rate per Hour: **\$33.04**

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$49.59**

Supplemental Benefit Rate per Hour: **\$33.04**

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$33.20**

Supplemental Benefit Rate per Hour: **\$33.04**

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 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)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$76.60**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$122.56**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$79.28**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$126.85**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$81.80**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$130.88**

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$79.85**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$127.76**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$78.29**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$125.26**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$74.42**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$119.07**

Operating Engineer - Road & Heavy Construction VII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$60.22**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$96.35**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.88**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$58.92**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$70.79**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$113.26**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$65.12**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$104.19**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.73**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$81.17**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$75.19**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$120.30**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$72.84**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$116.54**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$69.67**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$111.47**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.18**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$75.49**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$66.56**

Supplemental Benefit Rate per Hour: **\$31.10**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$106.50**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$67.07**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$107.31**

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$95.98**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$153.57**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$74.42**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$119.07**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$72.50**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$116.00**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$61.43**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$98.29**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$79.50**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$47.54**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$63.66**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$82.23**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$131.57**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$79.04**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$126.46**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.14**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$75.42**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$44.91**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$71.86**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$62.87**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.01**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$71.60**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$75.87**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$69.88**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$69.14**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$54.92**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

For New House Car projects Wage Rate per Hour **\$43.77**

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Shift Rates

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)

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

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.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
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

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER (New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$44.70**

Supplemental Benefit Rate per Hour: **\$40.99**

Supplemental Note: Supplemental Benefit Overtime Rate: \$50.09

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$127,628. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$24.13**

Supplemental Benefit Rate per Hour: **\$21.12**

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 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

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$58.38

Supplemental Benefit Rate per Hour: \$39.46

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

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

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.

Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12) (BCA)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$36.33**

Supplemental Benefit Rate per Hour: **\$29.22**

House Wrecker - Tier B

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$25.56**

Supplemental Benefit Rate per Hour: **\$21.63**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$44.20**

Supplemental Benefit Rate per Hour: **\$51.57**

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 the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

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

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.05**

Supplemental Benefit Rate per Hour: **\$72.53**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

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.

(Local #40 & #361)

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$41.50

Supplemental Benefit Rate per Hour: \$40.63

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

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)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$28.75**
Supplemental Benefit Rate per Hour: **\$15.55**

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$27.75**
Supplemental Benefit Rate per Hour: **\$15.55**

Landscaper (up to 3 years experience)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$25.25**

Supplemental Benefit Rate per Hour: **\$15.55**

Groundperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$25.25**

Supplemental Benefit Rate per Hour: **\$15.55**

Tree Remover / Pruner

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$33.75**

Supplemental Benefit Rate per Hour: **\$15.55**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$23.75**

Supplemental Benefit Rate per Hour: **\$15.55**

Watering - Plant Maintainer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$18.72**

Supplemental Benefit Rate per Hour: **\$15.55**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.74**

Supplemental Benefit Rate per Hour: **\$38.67**

Marble Finisher

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.46**

Supplemental Benefit Rate per Hour: **\$36.64**

Marble Polisher

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$37.93**

Supplemental Benefit Rate per Hour: **\$28.33**

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

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

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$37.90**

Supplemental Benefit Rate per Hour: **\$30.59**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$36.19**

Supplemental Benefit Rate per Hour: **\$24.25**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$25.38**

Supplemental Benefit Rate per Hour: **\$18.57**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$46.28**

Supplemental Benefit Rate per Hour: **\$42.92**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

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

Washington's Birthday

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

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$51.50**

Supplemental Benefit Rate per Hour: **\$52.41**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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
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

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.86**

Supplemental Benefit Rate per Hour: **\$40.65**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$51.67 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.26**

Supplemental Benefit Rate per Hour: **\$40.63**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$51.65 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.26**

Supplemental Benefit Rate per Hour: **\$40.63**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$51.65 per hour.

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)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$28.62**

Supplemental Note: \$ 33.25 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.50**

Supplemental Benefit Rate per Hour: **\$28.62**

Supplemental Note: \$ 33.25 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$29.73
Supplemental Benefit Rate per Hour: \$7.06

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$30.68
Supplemental Benefit Rate per Hour: \$7.06

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$33.23
Supplemental Benefit Rate per Hour: \$7.06

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

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

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 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.
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
Day after Thanksgiving
Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2017 - 9/30/2017

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$37.08**

Effective Period: 10/1/2017 - 6/30/2018

Wage Rate per Hour: **\$50.00**

Supplemental Benefit Rate per Hour: **\$38.33**

Painter - Power Tool

Effective Period: 7/1/2017 - 9/30/2017

Wage Rate per Hour: **\$55.50**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$37.08**
Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Effective Period: 10/1/2017 - 6/30/2018
Wage Rate per Hour: **\$56.00**
Supplemental Benefit Rate per Hour: **\$38.33**
Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$44.89**
Supplemental Benefit Rate per Hour: **\$31.13**
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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.85**

Supplemental Benefit Rate per Hour: **\$40.98**

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 before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.98**

Supplemental Benefit Rate per Hour: **\$40.98**

Production Paver & Roadbuilder - Screed Person

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.45**

Supplemental Benefit Rate per Hour: **\$40.98**

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$45.85**

Supplemental Benefit Rate per Hour: **\$40.98**

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.37**

Supplemental Benefit Rate per Hour: **\$40.98**

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

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

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 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$44.93**

Supplemental Benefit Rate per Hour: **\$25.15**

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 alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$37.90**

Supplemental Benefit Rate per Hour: **\$30.59**

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)

PLUMBER

Plumber

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$67.25**

Supplemental Benefit Rate per Hour: **\$31.80**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$53.88

Supplemental Benefit Rate per Hour: \$25.36

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

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

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 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)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.20**

Supplemental Benefit Rate per Hour: **\$15.41**

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)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$46.66**

Supplemental Benefit Rate per Hour: **\$22.95**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

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)

PLUMBER: PUMP & TANK **Oil Trades (Installation and Maintenance)**

Plumber - Pump & Tank

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$64.22

Supplemental Benefit Rate per Hour: \$23.21

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$52.57**

Supplemental Benefit Rate per Hour: **\$25.80**

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 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$41.50**

Supplemental Benefit Rate per Hour: **\$32.27**

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.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$48.90**

Supplemental Benefit Rate per Hour: **\$48.00**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$39.12**

Supplemental Benefit Rate per Hour: **\$48.00**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30

P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

**SHEET METAL WORKER - SPECIALTY
(Decking & Siding)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$44.57**

Supplemental Benefit Rate per Hour: **\$25.02**

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)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$28.12**

Supplemental Benefit Rate per Hour: **\$3.03**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$23.35**
Supplemental Benefit Rate per Hour: **\$2.85**

Shipyards Laborer - First Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$20.96**
Supplemental Benefit Rate per Hour: **\$2.76**

Shipyards Laborer - Second Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$15.24**
Supplemental Benefit Rate per Hour: **\$2.54**

Shipyards Dockhand - First Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$22.89**
Supplemental Benefit Rate per Hour: **\$2.83**

Shipyards Dockhand - Second Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$16.51**
Supplemental Benefit Rate per Hour: **\$2.58**

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 hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR **(Sheet Metal, Plastic, Electric, and Neon)**

Sign Erector

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.67**

Supplemental Benefit Rate per Hour: **\$50.67**

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

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$55.29**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: Overtime supplemental benefit rate: \$109.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$42.18**

Supplemental Benefit Rate per Hour: **\$44.84**

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$55.29**

Supplemental Note: Overtime supplemental benefit rate: \$109.84

Steamfitter -Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$42.18

Supplemental Benefit Rate per Hour: \$44.84

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$39.50**
Supplemental Benefit Rate per Hour: **\$15.81**

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$32.46**
Supplemental Benefit Rate per Hour: **\$14.16**

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$26.89**
Supplemental Benefit Rate per Hour: **\$12.80**

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$23.08**
Supplemental Benefit Rate per Hour: **\$11.79**

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$19.14**
Supplemental Benefit Rate per Hour: **\$10.85**

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **\$14.00**
Supplemental Benefit Rate per Hour: **\$9.76**

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
§220 PREVAILING WAGE SCHEDULE

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 #638B)

STONE MASON - SETTER

Stone Mason - Setter

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$53.62**

Supplemental Benefit Rate per Hour: **\$41.65**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

TAPER

Drywall Taper

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$22.68**

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

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)

TELECOMMUNICATION WORKER **(Voice Installation Only)**

Telecommunication Worker

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$40.35**

Supplemental Benefit Rate per Hour: **\$13.19**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

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

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: \$41.13

Supplemental Benefit Rate per Hour: \$31.18

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

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$53.19**

Supplemental Benefit Rate per Hour: **\$35.35**

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

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$48.00**

Supplemental Benefit Rate per Hour: **\$49.16**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 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.

Time and one half the regular hourly rate after 40 hours in any work week.

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.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$62.37**

Supplemental Benefit Rate per Hour: **\$52.39**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: **\$60.21**

Supplemental Benefit Rate per Hour: **\$50.65**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$59.11
Supplemental Benefit Rate per Hour: \$49.74

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$58.04
Supplemental Benefit Rate per Hour: \$48.81

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$58.04
Supplemental Benefit Rate per Hour: \$48.81

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$50.87
Supplemental Benefit Rate per Hour: \$46.11

Blasters (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$59.52
Supplemental Benefit Rate per Hour: \$50.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$56.97
Supplemental Benefit Rate per Hour: \$47.89

All Others (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$52.63
Supplemental Benefit Rate per Hour: \$44.29

Microtunneling (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: \$45.58
Supplemental Benefit Rate per Hour: \$38.31

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

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
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #147)

WELDER

TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.

THIS PAGE INTENTIONALLY LEFT BLANK



Issue Date - June 01, 2013
Revised - January 15, 2015

**DDC STANDARD GENERAL CONDITIONS
FOR SINGLE CONTRACT PROJECTS**



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

**DIVISION 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
TABLE OF CONTENTS**

SECTION NO.	SECTION TITLE
01 10 00	SUMMARY
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 32 33	PHOTOGRAPHIC DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 35 03	GENERAL MECHANICAL REQUIREMENTS
01 35 06	GENERAL ELECTRICAL REQUIREMENTS
01 35 26	SAFETY REQUIREMENTS PROCEDURES
01 35 91	HISTORIC TREATMENT PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES, SERVICES AND CONTROLS
01 54 11	TEMPORARY ELEVATORS AND HOISTS
01 54 23	TEMPORARY SCAFFOLDING AND PLATFORMS
01 73 00	EXECUTION
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES
01 78 39	CONTRACT RECORD DOCUMENTS
01 79 00	DEMONSTRATION AND OWNERS PRE-ACCEPTANCE ORIENTATION
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS
01 81 13.13	VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS
01 81 19	INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
01 91 13	GENERAL COMMISSIONING REQUIREMENTS



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

NO TEXT

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 (Schedule A through F), (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" shall 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 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, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED 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 shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS, and the Addendum to the General Conditions. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.
- D. **PROGRESS SCHEDULE:** Refer to Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION 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 shall be performed by the Contractor as though it were originally delineated or described. The cost of such work shall 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 shall be performed by the Contractor. The cost of such work shall 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, shall 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 shall 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 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 before the submission of the bid as to what shall 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 shall be subject to the terms of the Contract. The Supplementary Drawings shall 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 shall 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 shall 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 shall verify all dimensions, quantities and details shown on the Contract Drawings, Schedules, or other data received from the Commissioner, and shall notify the Commissioner of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors shall be given before the Contractor proceeds with any work. Figures shall be used in preference to scale dimensions and large-scale drawings in preference to small-scale drawings.

1.7 SHOP DRAWINGS AND RECORD DRAWINGS:

Refer to Division I Section 01 33 00 – SUBMITAL PROCEDURES and Section 01 78 39 – PROJECT RECORD DRAWINGS for requirements applicable to shop drawings and record drawings.

1.8 TEMPORARY FACILITIES, SERVICES AND CONTROLS:

Refer to Division I Section 01 50 00 – TEMPORARY FACILITIES SERVICES AND CONTROLS for the responsibilities of the Contractor.

1.9 DUST CONTROL:

The Contractor shall 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, shall 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 insure 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 shall 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 shall be accompanied by a schedule of the types and quantities of materials, and shall state whether such materials are to be stored on or off the site.
 2. Where the materials are to be stored off the site, they shall be stored at a place other than the Contractor's premises (except with the written consent of the Commissioner) and under the conditions prescribed or approved by the Commissioner. The Contractor shall set apart and separately store at the place or places of storage all materials and shall clearly mark same "PROPERTY OF THE CITY OF NEW YORK", and further, shall not at any time move any of said materials to another off-site place of storage without the prior written consent of the Commissioner. Materials may be removed from their place of storage off the site for incorporation in the work upon approval of the Resident Engineer.
 3. Where the materials are to be stored at the site, they shall be stored at such locations as shall be designated by the Resident Engineer and only in such quantities as, in the opinion of the Resident Engineer, will not interfere with the proper performance of the work by the Contractor or by other Contractors then engaged in performing work on the site. Such materials shall not be removed from their place of storage on the site except for incorporation in the work, without the approval of the Resident Engineer.
 4. 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 shall 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 shall be payable to the City of New York. It shall be in such terms and amounts as shall be approved by the Commissioner and shall be placed with a company duly licensed to do business in the State of New York. The Contractor shall 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 shall 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 shall 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, shall be paid by the Contractor and the City hereby reserves the right to retain out of any partial or final payment made under the Contract an amount sufficient to cover such costs, charges and expenses with the understanding that the City shall have and may exercise any and all other remedies at law for the recovery of such cost, charges and expenses. There shall be no

increase in the Contract price for such costs, charges and expenses and the Contractor shall not make any claim or demand for compensation therefore.

6. The Contractor shall pay any and all costs of handling and delivery of materials, to the place of storage and from the place of storage to the site of the work; and the City shall have the right to retain from any partial or final payment an amount sufficient to cover the cost of such handling and delivery.
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, shall 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 shall 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 shall 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 shall retain any and all risks in connection with the damage, destruction or loss of the materials paid for hereunder to the time of delivery of the same to the site of the work and their proper incorporation in the work in accordance with the Contract Documents.
11. The Contractor shall 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 shall submit with the partial estimate duly authenticated documents of title, such as bills of sale, invoices or warehouse receipts, all in quadruplicate. The executed bills of sale shall transfer title to the materials from the Contractor to the City. (In the event that the invoices state that the material has been purchased by a subcontractor, bills of sale in quadruplicate will also be required transferring title to the materials from subcontractor to the Contractor).
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 shall 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, shall preclude the Contractor from payments under the Contract.

14. The Contractor shall include in each succeeding partial estimate requisition a summary of materials stored which shall set forth the quantity and value of materials in storage, on or off 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 shall 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 shall 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 shall be deemed included in the total Contract Price. The Detailed Bid Breakdown shall reflect, and the Mobilization Payment shall be made, in accordance with the following schedule:

Contract Amount	Percent	Mobilization
Less than - \$ 50,000	x 0	= 0
\$ 50,000 - \$ 100,000	x	= \$ 6,000
\$ 100,001 - \$ 500,000	x 6	= \$ 6,000 (min) - \$ 30,000 (max)
\$ 500,000 - \$ 2,500,000	x 5	= \$ 30,000 (min) - \$ 125,000 (max)
Over - \$ 2,500,000	x 4	= \$ 125,000 (min) - \$ 300,000 (max)

The Contractor may requisition for one-half (1/2) of the Mobilization Payment upon satisfactory completion of the following:

1. Installation of any required field office(s).
2. Submission of all required insurance certificates and bonds.
3. Approval by the Department of Design and Construction of the coordinated progress schedule for the project and the Contractor’s Shop Drawing schedule.

The remaining balance of the Mobilization Payment may be requisitioned only after 10 percent (10%) of the Contract price, exclusive of the total amount of Mobilization Payments made or to be made hereunder, shall have been approved for payment.

- E. ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING: The Contractor shall 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 shall 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 shall (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 shall 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) shall 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 shall 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 shall 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 shall be made as brief as possible, and only at such time stated.
 - 2 Under no circumstances shall 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 shall be avoided at all times and necessary noise shall 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 shall 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 shall be borne by the Contractor.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 6 The Contractor shall 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 shall give ample written notice in advance to the Commissioner and personnel at the facility of any required shutdown.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 10 00

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, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED 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 shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall 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 without limitation the following.
 - 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: include without limitation the following:
 - 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 PROJECT 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" shall 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 shall 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 shall 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 accessibility 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 accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. The Contractor shall prepare memoranda for distribution to its subcontractors and other involved entities, outlining special procedures required for coordination. Such memoranda shall include required notices, reports, and meeting minutes as applicable.
- C. Administrative Procedures: The Contractor shall 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 shall 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 shall comply with all directions in the Specifications regarding the salvaging and handling of identified items, material or equipment.

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 shall 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 15 days after the Notice to Proceed, the Contractor shall 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 list in Project meeting room, in temporary field office, and by each temporary telephone. Keep 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 shall have their representatives present to discuss all details relative to the execution of the work. The Resident Engineer shall preside over these meetings.
 - 1. Agenda: Prior to each meeting, the Resident Engineer will consult with the Contractors 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 shall 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 shall 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 Client 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 shall 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 Requests for Information (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. Client 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
 - 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 shall 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. Client 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
 - 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
 - p. Status of Administrative Code reporting requirements related to the project

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 shall prepare and submit an RFI in the form specified by the Resident Engineer.
 1. RFI shall 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 shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number monthly to the Resident Engineer.



4. On receipt of responses and action to the RFI, the Contractor shall 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:

Copies of all correspondence to DDC shall be sent directly to the Resident Engineer at the job site.

1.9 CONTRACTOR'S DAILY REPORTS:

The Contractor shall 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

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, revising as necessary, various documents including but not limited to the following:
1. Baseline Construction Schedule.
 2. Composite Schedule for entire project
 3. Recovery Composite Schedule
 4. Revised and/or updated Composite Schedule
 5. Submittals Schedule.
 6. Daily construction reports.
 7. Material location reports.
 8. Field condition reports.
 9. Special reports.
- B. RELATED SECTIONS: include without limitation the following:
1. Section 01 10 00 SUMMARY
 2. Section 01 32 22 PHOTOGRAPHIC DOCUMENTATION
 3. Section 01 33 00 SUBMITTAL PROCEDURES
 4. Section 01 40 00 QUALITY REQUIREMENTS

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" shall 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. **Baseline Construction Schedule:**
A horizontal bar chart type schedule (Microsoft Project OR similar program) listing all the activities and their duration for entire contract duration OR construction period, including logical ties and interrelations between the activities necessary for the timely and successful completion of the project. Critical path activities shall be clearly marked. The Baseline construction schedule is a preliminary schedule that must be reviewed and approved by the Resident Engineer.
- D. **Composite Schedule:**
A composite horizontal bar chart type schedule (Microsoft Project OR similar program) listing all activities to be performed by the Contractor and its subcontractors, the duration of each activity including logical ties and interrelations between activities, and the sequence of each of necessary activities for the timely and successful completion of the project within the stipulated contract duration. Critical path activities shall be clearly marked. The Composite schedule must be signed and submitted by the Contractor within thirty (30) calendar days after the date established for commencement of the Contract, unless otherwise directed. The Composite Schedule must be reviewed and approved by the Resident Engineer.
- E. **Recovery Composite Schedule:** A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order.

A Composite 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 keep the delays as minimum as possible and must establish the nature of efforts such as 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.

Such schedule must be prepared and submitted within Five (5) calendar days of request by the Resident Engineer. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.
- F. **Revised and/or Updated Composite Schedule:**

A Baseline construction schedule OR Composite Schedule OR Recovery Composite 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 Composite Schedule must be reviewed and approved by the Resident Engineer.
- G. **Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
- H. **Event:** The starting or ending point of an activity.
- I. **Fragment:** A part of the activity that breaks down activities into smaller activities for greater detail.
- J. **Milestone:** A key or critical point in time for reference or measurement.
- K. **Network Diagram:** A graphic diagram of a network schedule, showing activities and activity relationships.

PART II – PRODUCTS

2.1 BASELINE CONSTRUCTION SCHEDULE:

- A. The Contractor shall prepare a Baseline horizontal bar-chart-type construction schedule for the project. Submit the Baseline Construction Schedule to the Resident Engineer within (15) fifteen calendar days after the date established for commencement of the Contract, unless directed otherwise. The Baseline Schedule must be reviewed and approved by the Resident Engineer.
1. Provide a separate time bar for each significant construction activity. Coordinate each activity on the schedule with other construction activities for proper interrelationship & sequence.
 2. Duration: The duration of each activity on the schedule besides installation must clearly show required duration of filing for permits, inspections, testing, approvals, shop drawings and materials submittals and approvals, fabrication, delivery, phasing for each construction activity.
 3. Schedule shall be time-scaled in not more than weekly increments, with the dates of the first day (Monday) of each week indicated.
 4. Completion of all the project activities shall be indicated in advance of the date established for completion of the Contract, allowing time for required inspection and punch list work.
 5. Clearly show time bar for all the tasks, to be completed before start of physical work of scheduled activities, including but not limited to obtaining required permit, subcontractor approval, submission and approval of shop drawings, field verification, time for fabrication and delivery, testing of materials and/or samples, preparation and approval of mock-up sample, curing, pre-testing of soil, pre-testing of equipment - including start up, testing & adjusting, filing for inspection by regulatory agencies, training, final use, etc. required to maintain orderly progress of the activity. A special consideration must be given to those activities requiring early approvals because of long lead-time for manufacture or fabrication.
 6. Phasing: Arrange all activities in proper sequence to reflect requirements for phased completion, work by other entities, work by the City, City furnished items, coordination with existing work, limitations arising due to continued occupancies, non-interruptible services, partial completion for occupancy, site restrictions, provisions for future work, seasonal variations, environmental control, and similar conditions of the project.
 7. Arrange all activities and/or show interrelationship and logical sequence of all activities, determine and mark all critical path activities including any phasing reflecting actual project condition.
 8. Keep at least two blank horizontal bars between all activities for recording actual progress and submitting Revised Schedule as defined in Sub-Section 1.3 G
 9. If necessary a new revised schedule shall be prepared in the same manner as outlined above.

2.2 COMPOSITE SCHEDULE FOR THE PROJECT:

- A. The Contractor shall prepare a Composite Schedule based on the approved Baseline Schedule. Such schedule shall indicate graphically and chronologically the start and completion of each and every activity, including all the pre-activity and post activity tasks. Keep at least two blank horizontal bars between all activities for recording actual progress and/or revisions.
1. If necessary the Contractor shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Composite Schedule. The Composite Schedule must be finalized and signed by the Contractor within (30) thirty calendar days after the date established for commencement of the Contract, unless directed otherwise. The Composite Schedule must be reviewed and approved by the Resident Engineer.

2.3 RECOVERY COMPOSITE SCHEDULE:

- A. A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order. A Recovery Composite 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, must be developed and submitted within (5) five calendar days of the request by the Resident Engineer. Such Recovery Composite Schedule shall include all information as defined in Article 1.3 F and shall be prepared in the same manner as outlined in Sub-Sections 2.1 and 2.2. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.

2.4 REVISED AND/OR UPDATED COMPOSITE SCHEDULE:

- A. The Contractor shall revise and/or update the approved Composite Schedule as directed. The Revised schedule shall be prepared in the same manner as outlined above in Sub-Sections 2.1 and 2.2.
- B. The Contractor shall mark actual progress, delays, work stoppage etc. in the row just below the approved schedule for the respective activity so that revisions can be compared.
- C. Such schedule also shall indicate graphically and chronologically any revisions to the start and completion of the remaining activities including revisions to all the pre-activity and post activity tasks for all subcontractors.
- D. If necessary, the Contractor shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Revised Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Schedule. Such schedule must be prepared and submitted by the Contractor within Five (5) calendar days of request by the Resident Engineer. The Revised Composite Schedule must be reviewed and approved by the Resident Engineer.

2.5 SUBMITTALS SCHEDULE:

- A. Preparation: The Contractor shall 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.
- B. SCHEDULE F: Schedule F sets forth all submittal requirements for shop drawings and material samples. Schedule F is included in the Addendum. At the kick-off meeting, the Contractor must review this Schedule with the Resident Engineer and the Design Consultant. Within 10 days after the kick-off meeting, the Contractor must complete information on Schedule F concerning the submission date, the required delivery date and the fabrication time. For all required submittals of shop drawings and material samples, the Schedule F provided by the Contractor must indicate a submission date which is at least 20 business days prior to the date of the manufacture of the item or materials to be installed. In addition, if so directed by the Commissioner, the Schedule F provided by the Contractor must indicate a submission date for shop drawings and/or material samples of specified items or materials which is within 60 business days after the kick-off meeting. In the event of any conflict between the Specifications and Schedule F, Schedule F shall take precedence; provided, however, in the event of an omission from Schedule F (i.e., Schedule F omits either a reference to or information concerning a submittal requirement which is set forth in the Specifications), such omission from Schedule F shall have no effect and the Contractor's submittal obligation, as set forth in the Specifications, shall remain in full force and effect.
- C. Review: The Resident Engineer will review the Schedule F submitted by Contractor. Upon acceptance, the Resident Engineer will date and sign the schedule as approved and transmit it to the Consultant, Contractor and others within DDC as he/she deems appropriate.



2.6 REPORTS:

- A. Daily Construction Reports: The Contractor shall submit to the Resident Engineer written Daily Construction Reports at the end of each work day, 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 shall be prepared by the Contractor's Superintendent and shall bear the Contractor's Superintendents signature. Each report shall contain the following information:

1. List of 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 Completions and occupancies.
18. Substantial Completions 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 shall submit a Material Location Report at weekly OR monthly intervals as determined and established by the Resident Engineer. Such report shall include a comprehensive list of materials delivered to and stored at Project site. List shall 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.

2.7 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

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 shall employ and pay for the services of a professional photographer who shall take photographs showing the progress of the work for all Contracts.

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" shall 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 color prints of each photographic view for each trade to the Resident Engineer. Such photographs shall be included in each monthly progress report or as otherwise directed by the Resident Engineer.
- D. Construction Photograph Negatives: Submit a complete set of photographic negatives in individually protected negative sleeves with each submittal of prints. Identify negatives with label matching photographic prints.
- E. Digital Images: If Digital Media is used, submit a complete set of digital color image electronic files on CD-ROM with each submittal of prints. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, un-cropped.

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 years.

1.6 COORDINATION:

- A. The Contractor and its subcontractor(s) shall cooperate with the photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

1.7 COPYRIGHT:

- A. The Contractor shall include the provisions set forth below in the agreement between the Contractor and the Photographer who will provide the construction photographs described in this section. The Contractor shall 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, shall 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") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the 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 shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall 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 shall 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 shall be provided to the City.

PART II – PRODUCTS

2.1 PHOTOGRAPHIC MEDIA:

- A. Photographic Film: Medium format, 2-1/4 by 2-1/4 inches (60 by 60 mm).
- B. Digital Images:
1. Construction Progress Images: Color images in JPEG format with minimum sensor size of 1.3 megapixels.
 2. Presentation Quality Images: Provide Color images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 with 8"x10" original capture at 300 dpi or greater.
- 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 1inch 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 using the maximum range of depth of field, and that are 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. Film Images:
1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

2. Field Office Prints: Retain one set of prints of progress photographs in the field office at Project site, available at all times for reference. Identify photographs same as for those submitted to Commissioner.
- C. 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 CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Commissioner.

3.2 PRE-CONSTRUCTION & PRE-DEMOLITION PHOTOGRAPHS:

- A. Before commencement of Contract work at the 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 NYC 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 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 shall 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, shall 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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 color photographic prints of each view as directed.

3.5 DVD RECORDING:

- A. When DVD Recording of Demonstration and Training sessions is required for Non-Commissioned projects the Contractor shall 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. Take color photographs of minimum eight (8) unobstructed views of the completed project or project and site, as directed by the Commissioner and after all scaffolding, hoists, shanties, field offices or other temporary work has been removed and final cleaning is done after date of Substantial Completion for submission as Project Record Documents. 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

PHOTOGRAPHIC DOCUMENTATION
01 32 33 - 6

**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 shall not relieve the Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor of the furnishing of materials or work required by the Contract and not indicated on the Shop Drawings. Approval of Shop Drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.
- D. 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 DVD 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 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONTRACT RECORD DOCUMENTS
- G. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS 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.
- B. Design Consultant: "Design Consultant" shall 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. Submittals: Written and graphic information that requires responsive actions and includes 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 information that does not require responsive action. Submittals may be rejected for non-compliance with the Contract.
- E. Shop Drawings: Include 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 shall 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. The Contractor shall provide reproducible Coordination Drawing(s) of the reflective ceiling showing the integration of all applicable contract work, including general construction work as well as trade work (Plumbing, HVAC, and Electrical) to be performed by subcontractors. The Coordination Drawing(s) shall include, without limitation, the following information:
 - 1. General Construction work showing the reflective ceiling plan including starting points, ceiling and beam soffits elevations, ceiling heights, roof openings, etc.
 - 2. HVAC Contract work showing ductwork, heating and sprinkler piping, location of grilles, registers etc. and access doors in hung ceilings. Locations shall be fixed by elevations and dimensions from column centerlines and/or walls.
 - 3. Plumbing Contract work including piping, valves, cleanouts etc., indicating locations and elevations and shall indicate the necessary access doors.
 - 4. Electrical Contract work indicating fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc.
- B. The Contractor shall issue the completed Coordination Drawing(s) to the Resident Engineer for his/her review. The Resident Engineer may call as many meetings as necessary with the Contractor, including



attendance by applicable subcontractors, and may call on the services of the Design Consulting where necessary, to resolve any conflicts that become apparent.

- C. Upon resolution of any conflicts, the Contractor shall provide a final Coordination Drawing(s) which will become the Master Coordination Drawing(s). The Master Coordination Drawing(s) shall be signed and dated by the Contractor to indicate acceptance of the arrangement of the work.
- D. A reproducible copy of the Master Coordination Drawing(s) shall be provided by the Contractor to each of the appropriate subcontractor(s), the Resident Engineer and the Design Consultant for information.
- E. Shop Drawings shall not be submitted prior to acceptance of the final coordinated drawings and shall 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.

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 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. Submittals Schedule: The Submittals Schedule is set forth in Schedule F, which is included in the Addendum.
- D. Identification: Place a permanent label or title block on each submittal for identification.
 - 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
- E. Transmittal:
 - 1. Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form in triplicate. Transmittals received from sources other than the



Contractor will be returned without review. Re-submission of the same drawings or product data shall bear the original number of the prior submission and the original titles.

2. Transmittal Form: Provide locations on form for the following information:

- a. Project name, DDC Project number and Contract Number
- b. Date
- c. Destination (To:)
- d. Source (From:)
- e. Names of Contractor, subcontractor, manufacturer, and supplier
- f. Category and type of submittal
- g. Submittal purpose and description
- h. Specification Section number and title
- i. Drawing number and detail references, as appropriate
- j. Transmittal number, numbered consecutively
- k. Submittal and transmittal distribution record
- l. Remarks
- m. Signature of transmitter

F. Shop Drawings:

1. Procedures for Preparing, Forwarding, Checking and Returning all Shop Drawings shall be, generally, as follows:

- a. The Contractor shall make available to its subcontractors the necessary Contract Documents and shall instruct such subcontractor to determine dimensions and conditions in the field, particularly with reference to coordination between the trade subcontractors. The Contractor shall direct its subcontractors to prepare Shop Drawings for submission to the Design Consultant in accordance with the requirements of these General Conditions. The Contractor shall also direct its subcontractors to "Ring Up" corrections made on all re-submissions for approval, so as to be readily seen, and that the symbol "sub" be used to identify the source of the correction or information that has been added.

The Contractor shall:

1. Review and be responsible to the Commissioner, for information shown on its subcontractor's Shop and Installation drawings and manufacturers' data, and also for 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 shall promptly prepare and submit project specific layout detail and Shop Drawings of such parts of the work as are indicated in the Specifications, Schedule F of the Addendum or as required. These Shop Drawings shall be made in accordance with the Contract Drawings, Specifications and Supplementary Drawings, if any. The Shop Drawings shall 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, shall 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 shall be numbered consecutively and shall 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 shall 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, if any, under which it is, or they are required
 - 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 shall be signed by the Contractor and, if applicable, the subcontractor responsible for preparation of the Shop Drawings. Each Shop Drawing shall 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 shall, in its statement, list and clearly describe each such discrepancy.

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.

8. Submission of Shop Drawings:

- a. Initial Submission: The Contractor shall submit seven (7) copies of each Shop Drawing to the Design Consultant for his/her review and acceptance. 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 stamped "No Exceptions Taken", be dated and distributed by the Design Consultant as follows:
- 1) Two (2) copies thereof will be returned to the Contractor by letter
 - 2) Three (3) copies of the approved Shop Drawing and copy of the transmittal letter to the Contractor will be forwarded to DDC
 - 3) One copy will be retained by the Design Consultant
 - 4) One copy will be forwarded / retained by sub-consultant(s) as appropriate

Should the Shop Drawing(s) be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return 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 submit seven (7) copies of each shop drawing to the Design Consultant. The Contractor shall 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" shall 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 shall 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 shall be transmitted to the subcontractors so affected. [These accepted Shop Drawings shall 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 shall make specific mention of such variations in its letter of submittal. Acceptance of the Shop Drawings shall constitute acceptance of the subject matter thereof only and not of any structural apparatus shown or indicated.

G. Product Data:

1. General: Except as otherwise prescribed herein, the submission, review and acceptance of Product Data and Catalogue cuts shall conform to the procedures specified in Sub-Section 1.6 F, Shop Drawings.
2. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
3. Mark each copy of each 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 shall 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 stamped "No Exception Taken", be dated and distributed as follows:
 - 1) Two (2) copies thereof will be returned to the Contractor by letter
 - 2) Three (3) copies of the Product Data and copy of the transmittal letter to the Contractor will be forwarded to DDC
 - 3) One copy will be retained by the Design Consultant
 - 4) One copy will be forwarded / retained by sub-consultant(s) as appropriateShould 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 shall 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" shall be considered an "Accepted" Product Data and NEED NOT be resubmitted.
- H. Samples of Materials:
1. For samples of materials involving electrical work of any nature, refer to Section 00 35 06 - General Electrical Requirements.
 2. Samples shall be in triplicate, of sufficient size to show the quality, type, range of color, finish and texture of the material.
 3. Each of the samples shall 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 shall be as required in the Specifications.
 7. Samples on Display: When samples are specified to be equal to approved product, they shall 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 shall 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 shall be furnished equal in every respect to the accepted samples.
 9. The Acceptance of any samples will be given as promptly as possible, and shall be only for the characteristic color, texture, strength, or other feature of the material named in such approval, and no other. When this approval is issued by the 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.
 12. 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.
 13. 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 shall 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 shall 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.



REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7

1.7 LEED SUBMITTALS:

- A. Comply with submittal requirements specified in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL; Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS; Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS; Section 01 81 19, INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS and Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.
- B. LEED Building submittal information shall be assembled into one package per each applicable specification section, separate from all other non-LEED submittals. Each submittal package shall have a separate transmittal and identification as described in Sub-Section 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 Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.
 - 1. Provide the quantity, length, area, volume, weight, and/or cost of each product submitted as required to satisfy LEED documentation requirements. Refer to Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.

1.8 ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:

- A. In accordance with Section 01 10 00 Summary, Sub-Section 1.5 E, the Contractor shall 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 shall be in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.9 CONSTRUCTION PHOTOGRAPHS AND DVD RECORDINGS:

- A. Submit construction progress photographs and DVD 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 33 00

**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 shall 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, as determined by the Commissioner, shall 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** -: shall mean 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 shall 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 shall 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 shall follow these Contract Drawings in laying out the work and verify the spaces in which it will be installed. The Contractor shall 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 ACCESSIBILITY:

All work shall be installed by the Contractor so as to be readily accessible for inspection, operation, maintenance and repair. Minor deviations from the arrangement indicated on the Contract Drawings may be made to accomplish this, but they shall not be made without approval by the Commissioner.

1.7 CHANGES IN PIPING, DUCTS, AND EQUIPMENT:

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 shall make such changes as directed and approved, without extra cost to the City.

1.8 CLEANING OF PIPING, DUCTS, AND EQUIPMENT:

Piping, ducts and equipment shall 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 shall pay for repairs to other work damaged in the course of removing obstructions. For work on existing piping, ducts and equipment the Contractor shall 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:

Unless otherwise particularly specified, all equipment of the same kind, type or classification, and used for identical purposes, shall be the product of one (1) manufacturer.

1.10 SUPPORTING STRUCTURES DESIGNED BY THE CONTRACTOR:

Unless otherwise specified, supporting structures for equipment to be furnished by the Contractor shall be designed by an Engineer licensed in New York State retained by the Contractor. Supporting structures shall be built by the Contractor of sufficient strength to safely withstand all stresses to which they may be subjected, within permissible deflections, and shall meet the following standards:

- A. Structural Steel - ASTM Standard Specifications, AISC and New York City Construction Codes.



- B. Concrete for supports for equipment shall conform to the Specifications for concrete herein, but in no case shall be less than the requirements of the New York City Construction Codes for average concrete.
- C. Steel reinforcement for concrete shall be of intermediate grade and shall meet the requirements of the Standard Specifications for Billet Steel-Concrete Reinforcement Bars, ASTM.
- D. Drawings and calculations shall 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 shall 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 shall 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 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 shall 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:

As soon as conditions permit, the Contractor shall furnish all necessary labor and materials for, and shall 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 shall, prior to the acceptance test, make all changes, adjustments and replacements required.

1.13 INSTRUCTIONS ON OPERATION:

At the time the equipment is placed in permanent operation by the City, the Contractor shall make all adjustments and tests required by the Commissioner to prove that such equipment is in proper and satisfactory operating condition. The Contractor shall 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:

On completion of the work, the Contractor shall obtain certificates of inspection, approval, acceptance and of compliance with all laws from all agencies and/or entities having jurisdiction over the work and shall deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES. The work shall not be deemed substantially complete until the certificates have been delivered. See General Comments regarding problems with specifying items required for substantial completion.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 35 03



No Text



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, shall take precedence.
- B. This Section includes the following:
1. Procedure for Electrical Approval
 2. Submittals
 3. Electrical Installation Procedures
 4. Electrical Conduit System Including Boxes (Pull, Junction and Outlet)
 5. Electrical Wiring Devices
 6. Electrical Conductors and Terminations
 7. Circuit Protective Devices
 8. Distribution Centers
 9. Motors
 10. Motor Control Equipment
 11. Schedule of Electrical 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:** means both wire and raceway (rigid steel, heavy wall conduit unless specifically indicated otherwise).
- B. **POWER WIRING:** means 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:** means that 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: shall mean rigid steel, heavy wall conduit that is hot dipped galvanized inside and outside. The conduit shall 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 shall be used for all exposed work, for all underground conduits in contact with earth and for fire alarms systems, as required by the New York City Construction Codes.
- E. ELECTRICAL METALLIC TUBING (EMT): shall mean industry standard thin wall conduit of galvanized steel only. All elbows, bends, couplings and similar fittings which are installed as a part of the conduit system shall be compatible for use with electric metallic tubing. Couplings and terminating fittings shall be of the pressure type as approved by the Commissioner. Set screw fittings will not be acceptable. EMT shall 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): Shall mean 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 shall 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 Sub-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 shall 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 shall 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 shall be made as required by the Commissioner of all electrical materials, electrical and associated mechanical equipment, and of appliances installed hereunder. The Contractor shall 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, the Contractor on written notice shall remove and promptly replace them with other materials in conformity with the Contract.
- D. CERTIFICATE OF THE BUREAU OF ELECTRICAL CONTROL, OF THE DEPARTMENT OF BUILDINGS (B.E.C.): The Contractor must file prior to requesting a substantial completion inspection a Certificate of Inspection issued by B.E.C. On completion of the work the Contractor shall obtain certificates of inspection, approval, acceptance and compliance from all agencies and/or entities having jurisdiction over the work and shall 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 shall be responsible for the equipment until it has been finally inspected, tested and accepted, in accordance with the requirements of the Contract.

2. After delivery and before and after installation, the Contractor shall protect all equipment against theft, injury or damage from all causes. The Contractor shall carefully store all equipment received for work, which is not immediately installed. If any equipment has been subject to possible injury by water, it shall 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, shall be made by the same manufacturer.

1.6 SUBMITTALS:

A. CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL:

1. The Contractor shall 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 shall be included. A letter, in triplicate, shall accompany each submittal.
2. The Contractor shall 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 shall 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 shall 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 shall submit statement in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

D. **BULLETINS AND INSTRUCTIONS:** The Contractor shall 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 shall 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 shall 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 accessibility for repairs, even though this selection is the most costly.
- 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, shall be furnished and set by the Contractor installing the conduits. Sleeves in waterproofed floors shall be provided with flashing extending 12 inches in all directions from sleeve and secured to waterproofing. Flashing shall be turned down into space between pipe and sleeve and caulked watertight. Flashing shall be 20 oz. cold rolled copper. Sleeves shall be supplied with welded flanges similar to those supplied by the subcontractor for Plumbing Work and shall extend one (1) inch above finished floor.
- D. **COORDINATION:** The Contractor shall keep in close touch with the construction progress and obtain the necessary information for the accurate placement of its work in ample time 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 shall be repaired or replaced by the Contractor. The Contractor shall 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 shall 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, shall furnish this unit complete with internal wiring, connections, terminal boxes with copper connectors and/or lugs and ample electrical leads, ready for connection and operation. The cost of any wiring, re-wiring or other work required to be done on this unit in the field, shall 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 shall 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 shall be used throughout, unless otherwise directed by the Commissioner. Where the word 'conduit', without a modifier such as, rigid steel, EMT, etc., is specified to be used, it shall 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 shall be installed concealed in finished spaces.
2. **CONDUIT SIZES:** The sizes of conduit shall be as indicated on the Contract Drawings. Wherever conduit sizes are not indicated, the conduit shall meet the requirements of the New York City Electrical Code to accommodate the conductors to be installed therein.
3. Conduits shall be reamed smooth after cutting. No running threads will be permitted. Universal type couplings shall be used where required. Conduit joints shall be screwed up to butt. Empty conduits after installation shall have all open ends temporarily plugged to prevent the entrance of water or other foreign matter.
4. Conduits being installed in concrete or masonry shall be securely held in place during pouring and construction operations. A group of conduits terminating together shall be held in place by a template.
5. **UNDERGROUND STEEL CONDUITS:** Unless otherwise specified, all underground steel conduits in contact with earth shall 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 shall 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 shall 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 shall 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 shall secure and pay for all necessary permits and inspection fees and pay the cost of repaving.
7. **EXPOSED CONDUIT SUPPORTS:** Exposed conduit shall be supported by Galvanized hangers with necessary inserts, beam clamps of approved design or attached to walls or ceilings by expansion bolts. Exposed conduits shall be supported or fastened at intervals not more than five (5) feet.
8. Exposed conduit shall be installed parallel or at right angles to ceiling, walls and partitions. Where direction changes of exposed conduit cannot be made with neat bends, such as required around beams or columns, conduit type fitting shall be used.

9. The conduit shall be installed with an approved expansion joint:
 - 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. Conduit may only enter and leave a floating slab in the vertical direction, and then only in an approved manner. Horizontal entries into floating slabs are not permitted.
 11. Conduit installed in pipe shafts shall 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 shall be provided to assure stability of the raceway system.
 12. BUSHINGS AND LOCKNUTS: Approved bushings and locknuts shall be used wherever conduits enter outlet boxes, switch boxes, pull boxes, panel board cabinets, etc.
 13. CONDUIT BENDS: shall be made without kinking conduit or appreciably reducing the internal diameter. All bends in conduit of two (2) inch in diameter or larger shall be made with a hydraulic or power pipe bender. The radius of the inner edge of any bend shall 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 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 shall 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 shall be turned to approximately 85% of the internal diameter of the raceway to be tested. Two (2) short wire brushes shall be included in the mandrel assembly. Snaking of conduits, ducts, etc., shall be performed by the Contractor in the presence of the Resident Engineer. Any conduits or ducts which reject the mandrel shall 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 shall be assigned to the various conduit runs, and as they test clear they shall 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 shall be tagged.
 - c. TEST RECORDS: As the conduit runs clear, a record shall 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 shall be signed by the Resident Engineer and submitted in triplicate for approval. This record shall be entered on the Contract Record Drawings under Section 01 78 39, CONTRACT RECORD DOCUMENTS.
 - d. CAPPING: All empty conduit and duct openings, after test, shall be capped or plugged by the Contractor as directed.
 - e. DRAG LINES: A drag line shall be left in all empty conduit.
- B. BOXES:
1. The Contractor shall furnish and erect all pull boxes indicated on the plans or where required. Sides, top and bottom of pull boxes shall be Galvanized coated and shall 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 shall be removable and held in place by corrosion resistant machine screws. Pull boxes in damp locations shall have threaded hubs and gaskets and be NEMA 4X. All pull boxes shall 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 shall be supported from the black iron or structure.
3. The exact location of all outlets in finished rooms shall be as directed. When the interior finish has been applied, the Contractor shall make any necessary adjustment of its work to properly center the outlets. All outlet boxes for local switches near doors shall be located at the strike side of doors as finally hung, whether so indicated on the drawings or not.
4. Exposed wall outlet boxes shall be erected neatly and tight against the walls and securely anchored to same.
5. All wall outlets of each type shall be set accurately at the same level on each floor, except where otherwise specified or directed. Where special conditions occur, outlets shall 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
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 shall be of approved design and construction; of form and dimensions suited and adapted to its specific location; the kind of fixture to be used and the number and arrangements of conduits, etc., connecting therewith. All ferrous outlet boxes shall meet the requirements for zinc coating as specified under Electrical Conduit Systems.
8. There shall be knockouts opened only for the insertion of conduit. Any outlet boxes with more openings than are necessary for conduit insertion shall be sealed by the Contractor without additional charge.
9. All outlet boxes and junction boxes for exposed work shall be galvanized cast iron or cast aluminum with threaded openings. Outlet boxes for exposed inside work in damp locations shall be galvanized cast iron or cast aluminum with threaded hubs and neoprene gaskets.
10. Junction boxes shall not be less than 4 11/16" square and shall be equipped with zinc coated plates. Where plates are exposed they shall be finished to match the room decor.

11. **FIXTURE SUPPORTS:** Outlet boxes supporting lighting fixtures shall be equipped with fixture studs held by approved galvanized stove bolts or integral with the box. Cast iron or malleable boxes shall have four (4) tapped holes for mounting required cover or fixtures.
12. Outlet boxes exposed to the weather or indicated W.P. shall be cast iron or cast aluminum and the covers made watertight with neoprene gaskets. The boxes shall have external lugs for mounting. Drilling of the body of the fitting for mounting will not be permitted. The cover screws shall 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** shall be of the best specification grade, quiet type, and shall have a rating of 20 Amperes at 277 volts, as manufactured by Bryant, Hubbell or approved equal. The mechanism shall be equipped with arc snuffers. They shall be of the tumbler type, single pole. Switches of the 3-way type shall have a similar rating.
- B. **RECEPTACLES:**
 1. **CONVENIENCE OUTLETS:** shall be of the best specification grade, duplex, two-pole, 3-wire, 20 Amperes at 125 volts. It shall have a grounding pole that shall be grounded to the conduit system. Receptacles shall be capable of both back and side wiring and shall have only one (1) grounding screw. Receptacles shall be Hubbell Cat. #5262 or approved equal.
 2. **HEAVY DUTY RECEPTACLE OUTLETS:** shall have the Ampere rating and the number of poles specified on the Contract Drawings and shall be Hubbell, Russell-Stoll, Bryant, AH & H or approved equal. Each outlet shall have a grounding pole, which shall be grounded to the conduit system.
 3. **FLOOR RECEPTACLES:** shall 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 shall 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 shall be in a gasketed, cast iron enclosure.
- E. **PLATES:**
 1. Every convenience outlet and switch outlet shall 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 shall 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 shall be of annealed copper of 98% conductivity. Aluminum wire or cable will not be permitted. The insulation shall be flame retardant, moisture and heat resistant, thermoplastic, type THW or THWN rated for 600 volts at 75 degrees C. for



both wet and dry locations. Wires No. 8 or larger shall be stranded. Wires and cables shall also be subject to the requirements of the NYCEC. Cables for incoming service or wire in conduits contiguous with the earth or in concrete or other damp or wet locations shall be synthetic rubber insulated with neoprene jacket, heat and moisture resistant and shall 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 shall 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 shall not be used for light or power.
- E. **COLOR CODE:** Wires shall have a phase color code, and multiple conductor cables shall be color coded.
- F. **CABLE DATA:** The Contractor shall 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 shall 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 shall not be installed in conduit before the rough plastering work is completed. No conductors shall be pulled into floor conduits before floor is poured.
 - 2. **CONDUIT SECURED IN PLACE -** No conductor shall 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 shall be left with sufficiently long ends for proper connection and stowing.
 - 4. **PULLING COMPOUNDS -** When required to ease the pulling-in of wires into conduit, only approved compounds as recommended by cable manufacturers shall be used.
 - 5. **PRESSURE CONNECTORS -** for wires shall be of the cast copper or forged copper pressure plate type. Connectors shall be O.Z., Burndy, National Electric Products or approved equal.
 - 6. Splices and feeder taps in the gutters of panel boxes shall 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, shall 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 shall be as approved by the connector manufacturer.**



- b. For wire and cable No. 6 AWG and larger for branch circuit wiring the seamless tubular connector will only be accepted. Application of this connector shall be with a tool recommended by the connector manufacturer.
 9. TAGS: All feeders and risers shall be tagged at both ends, and in all pull and junction boxes and gutter spaces through which they pass. Such tags shall be of fiber and have the feeder designation and size stamped thereon.
 10. BRANCH CIRCUIT WIRING:
 - a. The Contractor installing branch circuit wiring shall test the work for correct connections and leave all loop splices in the fixture outlet boxes properly spliced and taped. The Contractor shall provide wire ends long enough for convenient connection to device.
 - b. NEUTRALS: No common neutrals shall be used except for lighting branch circuits. Each neutral wire shall 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 shall 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 shall be cast copper or forged copper pressure plate type. Lugs for 1/0 and larger shall be fastened with two (2) bolts.
 2. All lugs shall 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 insure 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: shall be operable in any position and shall be of the quick-make, quick-break type on manual operation. The handle shall 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 shall be provided, in addition to the "On" and "Off" indication. All circuit breakers shall be of the bolted type.
2. TRIP RATING: Circuit breakers shall 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 shall be designed to break all poles simultaneously. They shall be provided with barriers between poles and arc suppressing devices.
4. ELEMENTS: Multipole circuit breakers shall have frames of not less than a 100 Ampere rating. Multipole circuit breakers for 480 volts AC operation shall have an NEMA interrupting rating of 18,000 Amperes, unless a higher rating is specified in the Specific Requirements 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 shall be provided with interchangeable trip elements, which can be replaced readily.
6. Single pole circuit breakers for branch circuits shall have a frame size of no less than 100 Amperes, and shall 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 shall 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 shall 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 shall insure constant calibration and be capable of withstanding excessive short circuit conditions without injury.
9. CONTACTS: shall be non-welding under operating conditions and of the silver to silver type.
10. TEMPERATURE RISE: Current carrying parts, except thermal elements, shall not rise in temperature in excess of 30 degrees C. while carrying rated current at rated frequency.
11. NUMBERING: Each circuit breaker shall be distinctly numbered when installed in a group with other breakers. The calibration of trip element shall 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 shall be of the type HD of a rating not less than 30 Amperes. Enclosures shall be provided with means for locking. For ratings above 60 Amperes terminals shall 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. PANELBOARDS-GENERAL TYPE: The panel boards shall be of the automatic circuit breaker type with individual breakers for each circuit, removable without disturbing the other units. Circuit breakers shall be in accordance with the requirements outlined under "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 shall be distinctly numbered.
- C. BUS-BAR CONSTRUCTION AND SUPPORT: Panel Boards shall be of the dead front type and shall have bus bars and branch circuits designed to suit the system and voltage. Current carrying parts, exclusive of circuit breakers shall be copper and based on a maximum density of 1,000 Amperes per square inch. Bus bars for the main switchboard shall be designed for the frame rating of the Service Breaker. Bus bars shall run up the center of the panel, unless otherwise indicated, and shall have connected thereto the various branch circuits. Unless otherwise specified, bus bars for each panel board shall be equipped with main lugs only and capacity as required on Contract Drawings. Where main protection is required, automatic circuit breakers shall be used. A neutral bus of at least the same capacity as a live bus bar shall be provided for the connection of all neutral conductors. Each terminal shall be identified. All current carrying parts, exclusive of circuit breakers, shall be of copper with a minimum number of joints. The bus bar structure shall be a self-supporting unit, firmly fastened to a ½

inch plastic board, extending the full length and width of assembly which shall 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 shall separate neutral bus from other parts of panel.

- D. **CIRCUIT BREAKER ASSEMBLY:** The entire circuit breaker and bus bar assembly shall be mounted on an adjustable metal base or pan and secured to the back of panel box. The panel shall have edges flanged for rigidity.
- E. **PANEL MOUNTING:** The panel shall be centered in the panel box to line up with door openings and set level and plumb so that no live parts are exposed with the door open.
- F. **PANEL CABINET:**
 - 1. **PANEL CABINET INSTALLATION:** When installed surface mounted in panel closets they shall be mounted on Kindorf channel.
 - 2. Where cabinets cannot be set entirely flush due to shallow walls or partitions or where cabinet is extra deep, the protruding sides of cabinet shall 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:** Nameplates where required, shall be made of engraved Lamicoid sheet, or approved equal. Letters and numbers shall be engraved white on a black background (except for Firehouse projects which shall have white letters on a red background). The Contractor shall submit an engraved sample for approval as to design and style of lettering before proceeding with the manufacture of the nameplate. Nameplates shall be of suitable size and shall 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 shall 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., shall be submitted for approval.
- I. **DIRECTORIES:** A directory shall 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 Plasticile, Plexiglass, Lucite, Polycarbonate or approved equal that is not less than 1/16 inch thick over cardboard or heavy paper. The directory shall be typewritten and show the number of each circuit, the name of circuit and lighting or equipment supplied. The size of riser feeder shall be as indicated on directory. The dimensions of directory shall be submitted for approval for each size of panel.
- J. **CONSTRUCTION**
 - 1. **FINISH:** Panel boxes, doors and trim for installation in dry locations, shall be zinc coated after fabrication by the hot-dip galvanizing or electroplate process on inside and outside surfaces. In damp locations, panel boards shall be enclosed and gasketed NEMA 3R type. Panel boards located outdoors or exposed to the weather shall be NEMA 3X type.
 - 2. **PAINTING:** Panel boxes, doors and trim shall receive a coat of approved priming paint and a second coat of approved paint in the field after installation. Paint shall be applied to the inside and outside of boxes and on both sides of trim. Panel trims and doors shall 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 shall apply to all motors furnished in the Contract.

- A. **MOTOR DESIGN:** All motors shall 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 shall prevail. Motors shall have standard NEMA frames and shall have nameplate ratings adequate to meet the specified conditions of operation. Motor performance under variable conditions of voltage and frequency shall be within the limits set in NEMA standards, unless modified in the Specifications. Motors shall be expressly designed for the hazard duty load, voltage and frequency as specified in the Contract. All motor windings shall be copper. All motors intended to operate on a 208 volt system shall 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 shall be considered as a standard for comparison. The requirements of the NEMA standards for motors and generators shall 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 shall bear a nameplate lettered "Quiet Motor." Springs and slip rings shall be of approved non-ferrous material.
- D. **BEARINGS:**
 - 1. Bearings, unless specified otherwise, shall be of the ball or roller type. Motors one (1) horsepower and larger that are equipped with ball roller bearings shall also have lubrication of the pressure-relief greasing type. The Contractor furnishing four (4) or more such motors shall also furnish, as part of the Contract, a pressure grease gun of rugged design, of approximately 10 ounce capacity, complete with necessary adapters. The Contractor shall also provide 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 shall in addition to having protected accessible fittings for oiling be provided with visible means for determining normal oil level. Lubrication shall be positive, automatic and continuous.
- E. **MOTOR TERMINALS AND BOXES:** Each motor shall 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 shall be furnished of ample size to make and house motor connections. These requirements shall be met irrespective of any other standards or practices. Size of cable terminals and conduit terminal box holes shall be subject to approval. For motors five (5) horsepower or larger, each terminal shall 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 shall be of cast iron with threaded hubs and gasketed covers. Cover screws shall be of non-corrosive material.
- F. **MOTOR TEMPERATURE RISES:** The motor nameplate temperature rises for the various types of motor enclosures shall 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 shall meet the requirements of NEMA standards for the size and type of the motors. Tests for heating shall 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 shall comply in design and safety features with such applicable codes, regulations and rulings, and shall 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 shall not exceed 1/4 horsepower.
- I. MOTORS RATED: ½ horsepower and larger shall 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 shall 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 shall 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 breaker, magnetic starter 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 shall furnish as many of these items as are 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 shall 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 30 horsepower, shall have magnetic across the line starters; motors rated above 30 horsepower shall be furnished with reduced voltage (autotransformer type) starter or part winding start with time delay to reduce inrush current. Size of starters shall be based on 200V operation.
 2. SLIP RING: A.C. Motors of the slip-ring type shall be furnished with primary across the line starters interlocked with secondary starting and regulating equipment. The interlocking feature shall 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 shall 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 shall be provided.

- D. **DISCONNECTING BREAKER:** All motor starters, unless otherwise specified, shall 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 shall be contained in the same housing with the starter and shall be operable from outside. Means shall 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 shall 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 shall be provided.
- G.
 - 1. **PANELS:** Motor control devices and appliances shall be mounted on approved insulating slabs with all wiring and connections made on the back of the slabs.
 - 2. **WIRING AND TERMINALS:** Wiring connections for currents of 100 Amperes or less may be made with copper wire or cable with special flameproof insulating coverings. Such wires shall be installed in a neat workmanlike manner, flat against the slab, and held in place by clips. Connections shall 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 shall 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.
 - 3. **COPPER BUS:** For currents exceeding 100 Amperes, copper bus shall be used in place of wires. The bus shall 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 shall provide sufficient areas to keep current density at not more than 1,000 Amperes per square inch.
- H. **COOPERATION:** The Contractor's subcontractor(s) who furnish electrically operated equipment shall 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.
- I. **SPARE PARTS:**
 - 1. **FURNISH:** The Contractor shall furnish the following spare parts pertaining to equipment furnished by each subcontractor.
 - One (1) set of contact fingers and springs and thermal elements for each three (3) (or fraction) of each size of magnetic contactor starter.
 - One (1) holding coil for each three (3) (or fraction) of each size of magnetic contactor starter.
 - 2. **WRAPPER MARKING:** All parts shall be delivered to the Resident Engineer neatly wrapped and boxed and plainly tagged and marked for identification and reordering.

END OF SECTION 01 35 06



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

GENERAL ELECTRICAL REQUIREMENTS
01 35 06 - 16

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 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" shall 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 and one or more safety representatives, Commissioner's designated representatives and other concerned parties for the purpose of reviewing the Contract Safety requirements. The Contractor's safety requirements shall be reviewed, and implementation of safety provisions pertinent to the Work shall 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 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. Work shall additionally 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 submit copies of shipping manifests and permits from applicable federal, state or local authorities and disposal facilities, and submit certificates that the material has been disposed of in accordance with regulations to the Resident Engineer.
- 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 Bureau of Environmental and Geotechnical Services (BEGS) through the Resident Engineer.
- E. Request for Subcontractor Approval: Any subcontractor performing environmental work shall submit required documentation for approval to perform such work as required by DDC's BEGS.

PART II – PRODUCTS

2.1 PERSONNEL PROTECTIVE EQUIPMENT:

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 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.
- B. The Commissioner shall determine whether the Contractor shall perform tests to determine if the material is hazardous. 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 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

SAFETY REQUIREMENTS PROCEDURES
01 35 26 - 4

**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. Temporary protection of historic materials during construction
 3. General Protection
 4. Protection during use of heat-generating equipment
 5. Photographic Documentation
 6. 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" shall 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. 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 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 work.
- B. Alternative Methods and Materials: If alternative methods and materials to those indicated are proposed for any phase of work, submit for Commissioner's approval a written description including evidence of successful use on other comparable projects, and program of testing to demonstrate effectiveness for use on this Project.
- C. 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. Special Experience Requirements: Special Experience Requirements may apply to the firm that will provide Historic Treatment Services. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.
- 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 PROTECTION, GENERAL:

- A. Comply with manufacturer's written instructions for precautions and effects of products and procedures on adjacent building materials, components, and vegetation.
- B. Ensure that supervisory personnel are present when work begins and during 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 shall 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 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 Commissioner immediately of drains or systems that are stopped or blocked. Do not begin Work of 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 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 shall 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 shall be given for each occurrence and location of work with heat-generating equipment.
 - 2. As far as practical, 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 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 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:

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:

For all projects involving a Landmark Structure or Site, the Contractor, at the completion of the work, shall 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 shall 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 New York City Landmarks Preservation Commission jurisdiction.

END OF SECTION 01 35 91



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

HISTORIC TREATMENT PROCEDURES

01 35 91 - 6

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:
- a. Definitions
 - b. Conflicting Requirements
 - c. Quality Assurance
 - d. Quality Control
 - e. Approval of Materials
 - f. Special Inspections (Controlled Inspection)
 - g. Inspections by Other City Agencies
 - h. Certificates of Approval
 - i. Acceptance Tests
 - j. 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 Document requirements.
- D. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
- E. Provisions of this Section do not limit requirements for the Contractor to provide quality-assurance and -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 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, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."
- H. 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 shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall 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" shall 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. 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.

1.5 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 shall comply with the most stringent requirement as determined by the Commissioner. The Contractor shall 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 shall 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 shall refer any uncertainties to the Commissioner for a decision before proceeding.

1.6 QUALITY ASSURANCE:

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required. Individual Specification Sections specify additional requirements.
- B. Installer Qualifications: Special Experience Requirements may apply to the firm that will install, erect or assemble specified work required for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.
- C. Manufacturer Qualifications: Special Experience Requirements may apply to the firm that will manufacture equipment, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.



- D. Fabricator Qualifications: Special Experience Requirements may apply to the firm that will fabricate material, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.
- E. Professional Engineer Qualifications: A professional engineer who is licensed 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 this Project in material, design, and extent.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. 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 Resident Engineer.
 - 2. Notify Resident Engineer 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 Design Consultant'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.

1.7 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.
 - 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 shall provide quality-control services as set forth in the Specifications and those required by Authorities having jurisdiction. The Contractor shall provide quality-control services 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 shall be borne by the Contractor and shall be deemed to be included in the Contract price. The Contractor shall 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 shall 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 shall not employ same entity engaged by the City, unless agreed to in writing by the Commissioner.
 4. The Contractor shall notify testing agencies and the Resident Engineer 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 shall submit a certified written report, in triplicate to the Commissioner, of each quality-control service.
 6. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
 7. The Contractor shall 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 shall engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Results shall be submitted in writing as specified in Section 01 33 00 SUBMITTAL PROCEDURES.
- D. **Retesting/Re-inspecting:** Regardless of whether the original tests or inspections were the Contractor's responsibility, the Contractor shall provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Associated Services:** The Contractor shall cooperate with entities performing required tests, inspections, and similar quality-control services, and shall provide reasonable auxiliary services as requested. The Contractor shall 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.
- F. **Coordination:** Coordinate sequence of 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.
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.
- G. **Manufacturer's Directions:** Where the Specifications provide that the manufacturer's directions are to be used, such printed directions shall be submitted to the Commissioner.
- H. **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 shall be subject to prior written approval by the Commissioner.
1. **NOTICE** - The Contractor shall give notice in writing to the Commissioner sufficiently in advance of its intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Commissioner will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, or the Commissioner will notify the Contractor that the inspection will be made at a point

other than the point of manufacture, or the Commissioner will notify the Contractor that inspection will be waived.

- I. No Shipping Before Inspection: The Contractor shall comply with the foregoing before shipping any material.
- J. Certificate of Manufacture: When the Commissioner so requires, the Contractor shall 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 shall include copies of the results of physical tests and chemical analyses where necessary, that have been made directly on the product, or on similar products being fabricated by the manufacturer. This may include such approvals as B.S.A., M.E.A., B.E.C. Advisory Board, etc.
- K. Acceptance: When materials or manufactured products shall comprise 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.
- L. Testing Compliance: The testing personnel shall make the necessary inspections and tests, and the reports thereof shall 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.
- M. Reports: Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Commissioner as a prerequisite for the acceptance of any material or equipment.
- N. 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.
- O. Furnish Designated Materials: Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Specifications, the Contractor shall immediately proceed to furnish the designated material or equipment.

1.8 APPROVAL OF MATERIALS:

- A. Local Laws: All materials, appliances and types or methods of construction shall be in accordance with the Specifications and shall in no event be less than that necessary to conform to the requirements of the New York City 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 shall 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 shall have a plant of ample capacity and shall have successfully produced similar products. All approvals of materials or equipment that are legally required by the New York City Construction Codes and other governing Authorities must be obtained prior to installation.
- C. All Materials: Fixtures, fittings, supplies and equipment furnished under the Contract shall 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 shall 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 shall inform the manufacturer or dealer of all the General Conditions and requirements herein contained.

1.9 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 New York City Construction Codes, shall 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 shall be an entity compliant with the requirements of the New York City Construction Codes. The Contractor shall 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 shall 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 shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring Special Inspection. The contractor shall be responsible for, and bear related costs to assure that all construction or work shall remain accessible and exposed for inspection purposes until the required inspection is completed.
4. Inspections and tests performed under "Special Inspection" shall 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.

1.10 INSPECTIONS BY OTHER CITY AGENCIES:

- A. Letter of Completion: Just prior to substantial completion of this 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.

1.11 CERTIFICATES OF APPROVAL:

- A. Responsibility: The Contractor shall be responsible for and shall 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 shall be forwarded to the Commissioner through the Resident Engineer.

1.12 ACCEPTANCE TESTS:

- A. Government Agencies: All equipment and appliances furnished and installed under the Contract shall conform to the requirements of the Specifications, and shall 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 shall give written notice to all concerned 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 shall 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 shall 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 shall only proceed as directed by the Resident Engineer. Additional costs resulting from retesting, re-inspecting, replacing of material and/or damage to the work and any delay caused to the schedule shall 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 shall 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

QUALITY REQUIREMENTS
01 40 00 - 8

**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 shall mean and intend approved, acceptable or satisfactory to the Commissioner.
- C. Design Consultant: "Design Consultant" shall 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.
- 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 shall, 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.D.A.A.G.	Americans with Disabilities Act (ADA) – Architectural Barriers Act (ABA)
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 – includes: New York City Plumbing Code New York City Building Code New York City Mechanical Code New York City Fuel Gas Code
N.Y.S.D.O.L	New York State Department of Labor
N.Y.C.D.E.P	New York City Department of Environmental Protection
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 shall 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 New York City Construction Codes adopts a different or earlier dated version of such standard.
- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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
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)
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
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AIEE	American Institute of Electrical Engineers
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)

REFERENCES
01 42 00 -3



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
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industry International)
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)



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

BICSI	BICSI
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	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CIPRA	Cast Iron Pipe Research Association
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)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)

REFERENCES
01 42 00 -5



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
DOTn	U.S. Department of Transportation
EN	European Committee of Standards
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
EVO	Efficiency Valuation Organization
FEME	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.
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
ILI	Indiana Limestone Institute of America, Inc.
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)
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
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
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
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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

NGA	National Glass Association
NHLA	National Hardwood Lumber Association
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
NRMCA	National Ready Mixed Concrete Association
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)
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)



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)
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
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION

SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute)
UL	Underwriters Laboratories Inc.
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.
WASTECC	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)
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

REFERENCES

01 42 00 -11



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

REFERENCES
01 42 00 -12



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:
- a. Temporary Water System
 - b. Temporary Sanitary Facilities
 - c. Temporary Electric Power, Temporary Lighting System, And Site Security Lighting
 - d. Temporary Heat
 - e. Dewatering Facilities And Drains
 - f. Temporary Field Office for Contractor
 - g. Resident Engineer's Office
 - h. Material Sheds
 - i. Temporary Enclosures
 - j. Temporary Partitions
 - k. Temporary Fire Protection
 - l. Work Fence Enclosure
 - m. Rodent and Insect Control
 - n. Plant Pest Control Requirements
 - o. Project Identification Signage
 - p. Security Guards/Fire Guards on Site
 - q. Project Sign and Rendering
 - r. 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.
- B. Permanent Enclosure: As determined by 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.

- C. Design Consultant: "Design Consultant" shall 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.

1.5 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 shall 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. Install, operate, maintain and protect temporary facilities, services and controls.
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.
 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 shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if the Drawings and/or the Specifications indicate that the Work, or specific components thereof, must be performed during other than regular working hours. In such case, all costs for the provision of temporary services, facilities and controls during other than regular working hours shall be deemed included in the total Contract Price.
- B. The Contractor shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if a change order is issued directing the Contractor to perform the Work, or specific components thereof, during other than regular working hours. In such case, compensation for the provision of temporary services, facilities and controls during other than regular working hours shall be provided through the change order.

1.8 SERVICES BEYOND COMPLETION DATE:

- A. The Contractor shall 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 punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor shall 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. Provide undamaged materials in serviceable condition and suitable for use intended.
- B. Tarpaulins: Waterproof, fire-resistant UL labeled with flame spread rating of 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 Department of Environmental Protection.

2.2 EQUIPMENT:

- A. Provide undamaged equipment in serviceable condition and suitable for use intended.
- B. Water Hoses: Heavy-duty abrasive-resistant flexible rubber hoses, 100 feet (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 will 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. 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. Provide each facility ready for use when needed to avoid delay. Do 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 shall furnish a Temporary Water System as set forth below.
 - 1. Immediately after the Commissioner has issued an order to start work, the Contractor shall file an application with the Dept. of Environmental Protection 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 work, the Contractor shall file an application with the Department of Environmental Protection's Bureau of Water Supply and obtain a permit to install the temporary water supply system. The system shall be installed and maintained for the use of the Contractor and its subcontractors. A copy of the above mentioned permit shall be filed with the Commissioner. The Contractor shall 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 shall 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 shall take the necessary precautions to prevent the temporary water system from freezing. The Contractor shall 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 shall 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 shall 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 shall restore the existing water system to conditions existing before initial use.
2. The Contractor shall be responsible for all repairs to the existing water system permitted to be used for temporary water service during construction. The Contractor shall 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 Department of Environmental Protection schedule of charges for Building Purposes.

C. WASH FACILITIES: The Contractor shall 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.

1. Dispose of drainage properly.
2. Supply cleaning compounds appropriate for each condition.
3. Include safety showers, eyewash fountains and similar facilities for the convenience, safety and sanitation of personnel.

D. DRINKING WATER FACILITIES: The Contractor shall provide drinking water fountains or containerized tap-dispenser bottled-drinking water units, complete with paper cup supplies. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg. F (7 to 13 deg. C).

3.3 TEMPORARY SANITARY FACILITIES:

- A. The Contractor shall 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 shall provide temporary single-occupant toilet units of the chemical, aerated recirculation, or combustion type for use by all construction personnel. Units shall be properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Quantity of toilet units shall comply with the latest OSHA regulations.
2. Toilets: 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 shall arrange for the use of existing toilet facilities by all personnel during the execution of the work. The Contractor shall be responsible to clean and maintain facilities in a condition acceptable to the Resident Engineer and, at completion of construction, to restore facilities to their condition at the time of initial use.
2. **MAINTENANCE** - The Contractor shall maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs.
3. **NUISANCES** - The Contractor shall not cause any sanitary nuisance to be committed by its employees or the employees of its subcontractors in or about the work, and shall 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 shall 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 shall 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 shall be provided as follows: The Contractor shall make all necessary arrangements with the Public Utility Company and pay all charges for the Temporary Electric Power system. The Contractor shall 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 shall make payment directly to the Public Utility Company.
- b. **APPLICATIONS FOR METER:** The Contractor shall make 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 shall 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 shall 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 shall be not less than 100 Amperes, 3-phase, 4-wire and shall be of sufficient capacity to take care of all demands for all construction operations and shall meet all requirements of the NYCEC.

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be responsible for all costs due to this change over of service and it shall 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 shall 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 shall be under the supervision of the Contractor, but this shall 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 shall 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 shall provide adequate service for the temporary lighting system, or a minimum of 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 shall 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 shall be located near entrance on ground floor.
 3. ITEMS: The Temporary Lighting System provided by the Contractor shall 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 shall 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, 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, shall be borne by the Contractor.
 6. PIGTAILS: shall be furnished with left-hand sockets with locked type guards and 40 feet of rubber covered cable. The Contractor shall 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 shall 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, shall be replaced by the Contractor. All lamps shall be compact fluorescent.
 8. CIRCUIT PROTECTION: The Contractor shall furnish and install GFI protection for the Temporary Lighting and Site Security Lighting Systems.
 9. MAINTENANCE OF TEMPORARY LIGHTING SYSTEM:
 - a. The Contractor shall maintain the Temporary Lighting System in good working order during the scheduled hours established.
 - b. The Contractor shall 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 shall be removed by the Contractor when authorized by the Commissioner.
 11. HAND TOOLS: The temporary lighting system shall 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 (FOR NEW CONSTRUCTION ONLY):
1. The Contractor shall furnish, install and maintain a system of site security lighting, as herein specified, to illuminate the construction site of the project, and it shall be connected to and energized from the Temporary Lighting System. All costs in connection with site security lighting shall 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 shall direct its subcontractors to cooperate, coordinate and exert every effort to accomplish an early complete installation of the site security lighting system. After the system is installed and in operation, if a part of the system interferes with the work of any trade, the Contractor shall 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 shall consist of flood lighting by pole mounted guarded sealed-beam units. Floodlight units shall be mounted 16 feet above grade. Floodlights shall 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 shall be installed in a manner acceptable to the Resident Engineer. The first lighting unit in each circuit shall be provided with a photoelectric cell for automatic control. The photoelectric cell shall be installed as per manufacturer's recommendations.
4. All necessary poles shall be furnished and installed by the Contractor.
5. The site security lighting shall be kept illuminated at all times during the hours of darkness. The Contractor shall, at its own expense, shall keep the system in operation, and shall furnish and install all material necessary to replace all damaged or burned out parts.
6. The Contractor shall be on telephone call alert for maintaining the system during the operating period stated above.
7. All materials and equipment furnished under this section shall remain the property of the Contractor and shall 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 shall mean 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 shall include the provision of heat to permit normal operations in such occupied areas.
 - a. The provision of Temporary Heat shall be in accordance with the temperature requirements set forth in Sub-Section 3.5 C herein.
 - b. The provision of Temporary Heat shall include the provision of: 1) all fuel necessary and required, 2) all equipment necessary and required, and 3) all operating labor necessary and required. Operating labor shall mean that minimum force required for the safe day to day operation of the system for the provision of Temporary Heat and shall include, without limitation, heating maintenance labor and/or Fire Watch as required by NYC Fire Department regulations. Operating labor may be required seven (7) days per week and during other than normal 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 shall include the provision of domestic hot water at the same temperature as the system which is being replaced. Domestic hot water shall 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, shall be 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 shall be 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 shall be 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 shall, 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 shall provide Temporary Heat in accordance with the approved plan until written acceptance by the Commissioner of the work of all Contractors, 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 shall 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 shall be responsible for the provision of Temporary Heat and shall 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 shall notify all its subcontractors and the Resident Engineer at least 30 days prior to the anticipated date that the building(s) will be enclosed.
 2. Commissioner Determination: The Commissioner shall 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 shall be responsible for the provision of Temporary Heat. The Commissioner's determination with respect to building enclosure shall 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 shall 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 shall 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 10 mil. Plastic 2) minimum 12 ounce waterproof canvas tarpaulins, or 3) a minimum three-eighths (3/8) inch thickness exterior grade plywood.
 - d. Temporary covers for openings shall be the responsibility of the Contractor and such work shall 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 shall be the GREATER of the following: 1) 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, shall be the GREATER of the following: 68 degrees Fahrenheit or the temperature requirement for the particular type of work set forth in the Contract Documents.

D. DURATION:

1. The Contractor shall be required to provide Temporary Heat 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. The Contractor shall 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 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 shall 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 consecutive calendar days 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 consecutive calendar days (ccd)s. At a minimum, a full heating season shall extend from October 15th to April 15th.

Contract Duration	Full Heating Seasons Required
up to 360 ccds	1 full heating season
360 to 720 ccds	2 full heating seasons
more than 720 ccds	3 full heating seasons

E. METHOD OF TEMPORARY HEAT:

1. The method of temporary heat shall be in conformance with the New York City Fire Code and with all applicable laws, rules and regulations. Prior to implementation, such method shall be subject to the written approval of the Commissioner.
2. The method of temporary heat shall:
 - 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.

include such allowance amount in its Total Contract Price. The Contractor shall 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 shall 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 shall be responsible for the provision of Temporary Heat, as directed by the Commissioner. The City shall pay such Contractor for all costs for labor, material, and equipment necessary and required for the same. Payment shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall 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 written acceptance by the Commissioner of the work, and that the need for such maintenance is not the fault of the Contractor, the Contractor shall provide the required maintenance of the permanent heating system for the period of time directed by the Commissioner. The City shall 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 shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall 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 shall be limited to the direct cost of such fuel. The Contractor shall 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 shall be responsible for providing the items set forth below and shall include all expenses in connection with such items in its Total Contract Price. The Contractor shall provide such items promptly when required and shall 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 shall 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 his Contract.
 - b. The Contractor shall 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 shall 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 other than normal working hours for the period of time required by seasonal weather conditions.

J. RELATED PLUMBING WORK:

1. The Contractor shall 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 shall include all expenses in connection with such items of work in its Total Contract Price. The Contractor shall provide such items of work promptly when required and shall 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 shall be responsible to provide such plumbing equipment to the City in near perfect condition and shall make any repairs required, other than for ordinary wear and tear on the equipment, at his expense. The starting date for warranty and/or guarantee period for such plumbing equipment shall be the date of Substantial Completion acceptance by the City.
3. For Projects requiring the installation of new and/or modified gas service, as well as associated meter installations, the Contractor shall 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 shall 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 shall be maintained at all times in proper working order.
4. Dispose of rainwater in a lawful manner that will not result in flooding 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 shall establish a temporary field office for its own use at the site during the period of construction, at which readily accessible copies of all Contract Documents shall be kept.
- B. The field office shall 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:** In charge of the office there shall be a responsible and competent representative of the Contractor, duly authorized to receive orders and directions and to put them into effect.
- D. Arrangements shall be made by the Contractor whereby its representative may be readily accessible by telephone.
- E. All temporary structures shall be of substantial construction and neat appearance, and shall be painted a uniform gray unless otherwise directed by the Commissioner.
- F. **CONTRACTOR'S SIGN** - The Contractor shall post and keep posted, on the outside of its field office, office or exterior fence or wall at site of work, a legible sign giving 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 event of an emergency at any time.

- G. ADVERTISING PRIVILEGES - The City reserves the right to all advertising privileges. The Contractor shall 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 shall provide and install a lockset for the door to secure the equipment in the room. The Contractor shall provide two (2) keys to the Resident Engineer. After completion of the project the Contractor shall 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 shall 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 1/2"D x 18"W.
 - b. One (1) 9000 B.T.U air conditioner or as directed by Commissioner. Wiring for the air conditioner shall 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 shall provide one (1) telephone, where directed and shall 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, shall remain the property of the Contractor.
 5. Computer Workstation quantities shall 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 shall, 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 shall be located at the Project site and shall be solely dedicated to the Project. Provision of the DDC Field Office shall commence within THIRTY (30) days from Notice to proceed and shall continue through forty-five (45) days after Substantial Completion of the required construction at the Project site. The Contractor shall 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 shall provide at its own cost and expense a mobile office trailer for use as the DDC Field Office. The Contractor shall install and connect all utility services to the

trailer within thirty (30) days from Notice to Proceed. The trailer shall have equipment in compliance with the minimum requirements hereinafter specified. Any permits and fees required for the installation and use of said trailer shall be borne by the Contractor. The trailer including furniture and equipment therein, except computer equipment specified in Sub-Section 3.8D.3 herein, shall remain the property of the Contractor.

3. Trailer shall be an office type trailer of the size specified herein, with exterior stairs at entrance. Trailer construction shall 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, 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 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 shall 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 FEILD OFFICE	2-1/2"

NOTE: In lieu of painting letters on 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 shall have aluminum insect screens. Provide wire mesh protective guards at all windows.
6. The interior shall 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 60 inches long by 36 inches wide with cabinet below and wall type plan rack at least 42 inches wide.
8. The washroom shall 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 shall 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 shall be furnished.
9. HVAC: The trailer shall be equipped with central heating and cooling adequate to maintain a temperature of 72 degrees during the heating season and 75 degrees during the cooling season when the outside temperature is 5 degrees F. winter and 89 degrees F. summer.
10. Lighting shall be provided via ceiling mounted fluorescent lighting fixtures to a minimum level of 50 foot candles in the open and private office(s) along with sufficient lighting in the washroom. Broken and burned out lamps shall be replaced by the Contractor. A minimum of four (4) duplex convenience outlets shall be provided in the open office and two (2) each in the private office(s). These outlets shall be in addition to special outlet requirements for computer stations, copiers, HVAC unit, etc.
11. Electrical service switch and panel shall 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 shall conform to the New York City Electrical Code.
12. The following movable equipment shall 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 shall 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 shall 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 shall be removed by the Contractor and shall be plugged at the mains. All piping shall become the property of the Contractor for Plumbing Work and shall be removed from the site, all as directed. All repair work due to these removals shall be the responsibility of the Contractor.
 - b. ELECTRICAL WORK:
 - 1) The Contractor shall 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 shall 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 shall 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., shall be removed and disposed of as directed.
 - 6) All repair work due to these removals shall be the responsibility of the Contractor.
- c. MAINTENANCE
- 1) The Contractor shall 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 shall be responsible for providing (a) all office supplies, including without limitation, pens, pencils, stationery, filtered drinking water and sanitary supplies, and (b) 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 shall remain solely and completely with the Contractor. The Contractor shall 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 Contractors shall have all services disconnected and capped to the satisfaction of the Commissioner. All repair work due to these removals shall be the responsibility of the Contractor.
- d. TELEPHONE SERVICE: The Contractor shall 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 shall include voice mail.
 - 4) A remote bell located on outside of trailer
 - 5) The telephone service shall continue until the trailer is removed from the site.
- e. PERMITS: The Contractor shall 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 shall 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, shall 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. The Contractor shall provide a high volume copy machine (50 copies per minute) for paper sizes 8½ x 11, 8½ x 14 & 11 x 17. Copier shall remain at job site until the DDC Field office trailer is removed from the site.

2. The Contractor shall 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 shall be new, sealed in manufacturer's original packaging and shall have manufacturers' warranties. All items shall remain the property of the City of New York at the completion of the project.
3. **COMPUTER WORKSTATION:** The Contractor shall provide one complete computer workstation, in quantities specified in Sub-Section 3.8.B.3, as specified herein:
 - a. **Hardware/Software Specification:**
 - 1) **Computer Equipment -** Computers shall be provided for all contracts that have a Total Consecutive Calendar Days for construction duration as set forth in Schedule "A" of 180 CCD's or greater. Contracts of lesser duration shall not require computers.
 - 2) Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Specific Requirements, contained herein, shall remain the property of the City of New York at the completion of the project and shall meet the following minimum requirements:
 - 3) **Personal Computer(s) – Each Workstation Configuration.**
 - a) **Make and Model:** Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
 - b) **Processor:** i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
 - c) **System RAM:** Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
 - d) **Hard Disk Drive(s):** 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger.
 - e) **CD-RW:** Internal CD-RW, 48x Speed or faster.
 - f) **16xDVD+/-RW** DVD Burner (with double layer write capability) 16x Speed or faster
 - g) **I/O Ports:** Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
 - h) **Video Display Card:** HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
 - i) **Monitor:** 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor.
 - j) **Available Exp. Slots:** System as configured above shall have at least two (2) full size PCI Slots available.
 - k) **Network Interface:** Integrated 10/100/1000 Ethernet card.
 - l) **Other Peripherals:** Optical scroll Mouse, 101 Key Keyboard, Mouse Pad and all necessary cables.
 - m) **Software Requirement:** Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010 or 2013; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft

Visio Standard Edition, as directed by the Resident Engineer.

- 4) DDC Field Office Specs: DDC Field Offices requiring computers shall be provided with the following:
- a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 – 5	5 Mbps
6 – 10	10 Mbps
11 – 15	15 Mbps
16 – 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com).

- b) One (1) 600 DPI HP Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper (Legal Size)
 - c) All necessary cabling for equipment specified herein.
 - d) Storage Boxes for Blank CD's
 - e) Printer Table
 - f) UPS/Surge Suppressor combo
- 5) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.
- 6) All Computer Hardware shall 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 shall be provided by the Contractor, and shall 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 Information Technology Services at 718-391-1761.
- 10) Ownership: The equipment specified above shall, unless otherwise directed by the Commissioner, be the sole property of the City of New York upon delivery to the DDC Field Office. The Contractor shall prepare and maintain an accurate inventory of all equipment which it purchases for the DDC Field Office. Such inventory shall be provided to the City of New York. Upon completion of the

required services, as directed by the Commissioner, the Contractor shall turn such equipment over to the City of New York.

E. HEAD PROTECTION (HARD HATS):

1. The Contractor shall provide a minimum of 10 standard protective helmets for the exclusive use of Department of Design and Construction personnel and their visitors. Helmets shall be turned over to the Resident Engineer and kept in the DDC Field Office.
2. Upon completion of the project, the helmets shall become the property of the Contractor.

3.9 MATERIAL SHEDS:

- A. Material sheds used by the Contractor for the storage of its materials shall 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. Store combustible materials apart from the facility.

3.10 TEMPORARY ENCLOSURES:

- A. 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, insulate temporary enclosures.

3.11 TEMPORARY PARTITIONS:

- A. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied tenant areas from fumes and noise.
 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 2 layers of 3-mil (0.07-mm) polyethylene sheet, extending sheets 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 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. Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
- B. Prohibit smoking in all areas.
- C. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

- D. 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. 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 shall furnish, erect and maintain a wood construction or chain-link fence to the extent shown on the drawings or required by the work enclosing the entire project on all sides. All materials used shall be new. Any permit required for the installation and use of said fence and costs shall be borne by the Contractor.
- B. WOOD FENCE shall be 7'-0" 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 shall be secured minimum 1/2 inch thick exterior grade plywood. Posts shall be firmly fixed in the ground at least 30" and thoroughly braced. Top edge of fence shall be trimmed with a rabbeted edge mould. Provide on the street traffic sides of fence, observation openings as directed.
 - 1. GATES - Provide an adequate number of double gates, complete with hardware, located as approved by the Resident Engineer. Double gates shall have a total clear opening of 14'-0" with two (2) 7'-0" hinged swinging sections. Hanging posts shall be 6" x 6" and shall extend high enough to receive and be provided with tension or sag rods for the swinging sections.
 - 2. PAINTING - The fence and gates shall 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" shall be painted on fence with three (3) inch high letters on 25 foot spacing for the entire length of fence on street traffic sides. Signs shall be stenciled five (5) feet above the sidewalk.
- C. CHAIN-LINK FENCING shall be minimum 2-inch thick, galvanized steel, chain-link fabric fencing; 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Fence shall be accurately aligned and plumb, adequately braced and complete with gates, locks and hardware as required. Under no condition shall fencing be attached or anchored to existing construction or trees.
- D.
 - 1. It shall 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 shall 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 shall be provided for protection of sidewalks and curbs.
 - 4. Where required, make provision for fire hydrants, lampposts, etc.
 - 5. REMOVAL - When directed by the Resident Engineer, the fence shall be removed.

3.14 RODENT AND INSECT CONTROL:

- A. DESCRIPTION: The Contractor shall 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 premises requiring such special attention.

B. MATERIALS:

- 1 All materials shall be approved by the New York State Department of Environmental Conservation 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 shall 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 shall 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 shall 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 shall be placed during the period of construction and any consumed or decomposed bait shall be replenished as directed.
- 3 At least one 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, shall be placed at locations that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (for example-birds) in the project area.
- 4 The Contractor shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The Contractor shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.
The Contractor shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the project area.
- 5 It is anticipated that public complaints will be addressed to the Commissioner. The Contractor, where directed by the Commissioner, shall 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.
- 6 Emergency service during the regular workday hours (Monday through Friday) shall be rendered within 24 hours, if requested by the Commissioner, at no additional cost to the City.

F. EDUCATION & NOTICES:

- 1 The Contractor shall post notices on all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. The Contractor shall provide and distribute literature pertaining to 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 shall 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 shall keep a record of all rodent and waterbug infestation surveys conducted by him/her and make available, upon request, to the Commissioner. The findings of each survey shall include, but not be limited to, recommended Integrated Pest Management (IPM) techniques, like baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.
2. The Contractor shall 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, shall 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 New York State Department of Agriculture and Markets (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 sub-contractor performing tree work has entered into a compliance agreement with NYSDAM. The terms of said compliance agreement shall be strictly complied with. Any host material so removed shall be delivered to a facility approved by NYSDAM. For the purpose of this contract host material shall be ALL species of trees.
 2. Any host material that is infested with the Asian Longhorned Beetle 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 shall submit to the Commissioner a copy of a valid Asian Longhorned Beetle compliance agreement entered into with NYSDAM and the Contractor or its sub-contractor performing tree work. If any host material is transported from the quarantine area the Contractor shall 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 shall be defined as all five boroughs of the City of New York. In addition, prior to the start of any tree work, the Contractor shall contact the

NYC Department of Parks & Recreation's 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 shall retain a Certified Arborist, as defined by New York City Department of Parks and Recreation (NYCDPR) regulations, to provide the services described below.
1. Surveys and Reports: The Certified Arborist shall, 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; (3) evaluation of the general health and condition of any infected plant material.
 2. Frequency of Reports: The Certified Arborist shall 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 24 months in duration, the Certified Arborist shall conduct a survey and prepare a report at the midpoint of construction. Copies of each plant material assessment report shall 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 shall 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 50 (fifty) feet of the project's Contract Limit Lines (CLLs) or Property Lines (PLs).
 - b. Any part of the tree or shrub stands within 50 (fifty) 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 50-foot inclusionary perimeter as outlined above.
 4. Tree Protection Plan: The Certified Arborist shall prepare, and the Contractor shall 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 NYCDPR jurisdiction as determined by the Department of Transportation, and (4) all trees that are located in proximity to the project site, as defined above. The Tree Protection Plan shall comply with the NYC 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 shall be submitted to the Resident Engineer prior to the commencement of construction. Implementation of the Tree Protection Plan for street trees and trees under NYCDPR jurisdiction shall 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 50 feet of the intersection of the project's site's property line with the street frontage property line.

- C. No Separate Payment. No separate payment shall 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 shall be deemed included in the Contractor's bid for the Project.

3.16 PROJECT IDENTIFICATION SIGNAGE:

- A. The Contractor shall 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 shall furnish and install a sign at the entrance (gates) as follows:

NO TRESPASSING

AUTHORIZED PERSONNEL ONLY

- C. If no construction fence exists at the site, this notice shall 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 shall produce and install one (1) project sign which shall be posted and maintained upon the site of the project at a place and in a position directed by the Commissioner. The Contractor shall protect the sign from damage during the continuance of work under the Contract and shall 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 shall 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 shall provide all materials required for the production of the sign as specified herein. Workmanship shall be of the best quality, free from defects and shall be produced in a timely manner.
 - 3 Schedule: Upon project mobilization, the Contractor shall commence production and installation of the sign.
 - 4 Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project sign away from the site.
 - 5 Sign construction:
 - a. Frame: The frame shall be from quality dressed 2"x2" pine, fire retardant, pressure treated lumber, that surrounds the inside back edge of the sign. The sign shall have one (1) intermediate vertical and two (2) diagonal supports, glued and screwed for rigidity. Frame shall be painted white with two (2) coats of exterior enamel paint, prior to mounting of sign panel.
 - b. Edging: U-shaped, 22 gauge aluminum edging, with a white enameled finish to match sign



background, shall run around entire edging of sign panel and frame. Corners shall be mitered for a tight fit. Channel dimensions shall 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 shall be constructed in one (1) piece of 14 gauge (.0785") 6061-T6 aluminum. This panel shall 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 shall 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 shall insert the project name and names and titles of personnel (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 shall 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 shall 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 shall 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 shall 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 shall 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 shall provide 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 shall 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 shall be no less than one (1) Security Guard on duty every day, including Saturdays, Sunday and Holidays, 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 shall not apply after the finishing painting of the plaster work is commenced; thereafter, not less than one (1) Security Guard shall be on duty continuously, 24 hours a day.

2. Every Security Guard shall be required to hold a "Certificate of Fitness" issued by the Fire Department. Every Security Guard shall, 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 shall be replaced by the Contractor upon the written demand of the Commissioner.
 4. Each Security Guard furnished by the Contractor shall 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 shall 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 shall 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 shall 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 shall 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, shall 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, shall be replaced by the Contractor at no additional cost to the City.

END OF SECTION 01 50 00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

TEMPORARY FACILITIES, SERVICES AND CONTROLS
01 50 00 -28

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 15 Stories
 - b. For New buildings over 15 Stories
 - c. For Existing Buildings
 2. Temporary Construction Hoists and Hoist ways (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 15 STORIES:

- A. **INSTALLATION:** The Contractor shall 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, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall 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 shall 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 shall 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 shall 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, 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 shall include all costs in connection with the temporary elevator, including without limitation, the costs specified herein.
- D. **COMMENCEMENT OF SERVICE:** The Contractor shall begin to provide temporary elevator service using the selected main passenger elevator no later than eight (8) weeks (40 working 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 (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed the following work shall have been completed:
1. The shaft shall have been completely enclosed by either the permanent or a temporary enclosure meeting the requirements of the law.
 2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
 3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks and any necessary approved wire mesh barricades for adjacent shaft ways.
 4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.
- E. **ELECTRICAL INSTALLATION:** The Contractor, not later than 20 calendar days after the machine room roof slab or that portion of its surrounding the elevator has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected 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 shaft way and for the car control and signal traveling cables. The Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.
- F. **REMOVAL:** When elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall 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 shall 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 shall furnish and install new governor and compensating ropes, new traveling cables and new controller parts, etc. The car and counterweight safeties shall 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 shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

- H. **REPLACEMENT:** The Contractor shall 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, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned. Where lubricated rails are used they shall 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., shall be borne by the Contractor except for the replacement of hoisting ropes.
- I. **LIMITATIONS ON USE:** The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and 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 shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall 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 \$100 per day for each day it fails to provide the temporary elevator service described in this section beginning with the 41st working 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 15 STORIES:

- A. **INSTALLATION:** The Contractor shall 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, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall 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 shall 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 shall not be operated simultaneously.
- B. **RESPONSIBILITY:** The Contractor shall 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 shall 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 shall

include all costs in connection with the temporary elevators, including without limitation, the costs specified herein.

- D. **LOW RISE ELEVATOR:** The Contractor shall begin to provide temporary elevator service using one (1) selected main passenger elevator no later than six (6) weeks (30 working days) after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. No later than one (1) week, five (5) working days, after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped the following work shall have been completed:
1. The shaft shall have been completely enclosed up to the 12th Floor by either the permanent or a temporary enclosure meeting the requirements of the law.
 2. A temporary machine room enclosure shall have been provided at the 11th Floor and shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
 3. There shall have been installed on all floors up to and including the 9th Floor at the shaft entrances to the elevator, solid substantial wood frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.
 4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.
- E. **ELECTRICAL INSTALLATION:** The Contractor not later than 10 calendar days after the 12th Floor slab or that portion of it surrounding the elevator, has been poured and stripped, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected such feeders to the terminals on the starter panels or controllers in the temporary machine room, to the low voltage transformers and car light outlets in the center of the shaftway and for the car control and signal traveling cables. The Contractor shall 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 shall begin to provide temporary elevator service to all floors, using a selected main passenger elevator, no later than eight (8) weeks (40 working 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 (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed, the following work shall have been completed:
1. The shaft shall have been completely enclosed by either the permanent or temporary enclosure, meeting the requirements of the law.
 2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
 3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.
 4. There shall have been furnished and installed, solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.
- G. **ELECTRICAL INSTALLATION:** The Contractor, not later than 20 calendar days after the machine room slab or that portion of it surrounding the elevator shaft has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the high rise elevator to be used for

- temporary service and shall have connected 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 shall 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 shall be shut down.
 - I. REMOVAL: When one (1) or more elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall remove the temporary enclosures and 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 shall 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 shall furnish and install new governor and compensating ropes, new traveling cables, new controller parts, etc. The car and counterweight safeties shall 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 shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.
 - K. REPLACEMENT: The Contractor shall 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, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheaves spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall 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., shall be borne by the Contractor except for the replacement of hoisting ropes.
 - L. LIMITATIONS ON USE: The temporary elevators shall not be used during their operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and 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 shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall 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 \$100 per day for each day it fails to provide the temporary elevator service described in this Section beginning with the 31st working day after the 12th Floor slab, or that portion of the 12th 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, and 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 shall 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 shall 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 shall 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, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall 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., shall 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 shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.
- D. **LIMITATIONS ON USE:** The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and 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 shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall 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 \$100 per day for each day it fails to provide elevator services described in this section beginning with 15 consecutive calendar days from Notice to Proceed. 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 shall 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 shall be constructed at such locations as will 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 shall 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.
- C. **ELEVATOR SHAFT:** Wherever possible, one or more of the permanent elevator shafts may be used as temporary hoist ways, providing such use complies with the requirements of the Building Code of the City of New York and has been approved by the Commissioner, and providing further it entails no interference with the progress of the work.
- D. **PROTECTION FOR INTERIOR HOISTS:** All interior material hoist ways shall be enclosed on each floor and shall be adequately protected with appropriate safety guards. In no event shall the protection be less than that required by law.

END OF SECTION 01 54 11

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 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 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 sites 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 shall comply with requirements of Chapter 33 (Safeguards During Construction or Demolition) of the 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 shall designate and employ a Jobsite Safety Coordinator, who shall be a competent person, who shall 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 supported scaffold certificate of completion. An alternate shall also be designated, in the event that the Jobsite Safety Coordinator is absent. The Jobsite Safety Coordinator shall:
 - 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.
 12. Keep a log of significant actions and events connected with the scaffolding.
- B. The Contractor shall be responsible for erecting, maintaining and dismantling the scaffolding and/or sidewalk shed in conformance with requirements of the New York City Building Code, OSHA and the Contract documents, including the specifications. The Contractor shall also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.
- C. The Contractor shall 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 shall be responsible to ensure the following: (1) that the installation design is in compliance with requirements of the New York City 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 New York City Department of Buildings approved training provider are mandatory. These users have the duty to become familiar with the New York City 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 shall prepare, obtain and submit the following to the Resident Engineer:

- A. NYC Department of Buildings 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;
 16. All sidewalk sheds shall 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 shall be issued for each inspection and pull-test below, and shall be logged and maintained on site by the Jobsite Safety Coordinator for the duration of the project.
- B. Pull testing shall be required during design, and during or post erection, where anchorage is made into masonry. The Scaffold Engineer shall specify the test method, proof load and the number of trials.
- C. Sidewalk sheds shall be inspected after initial installation, major modification, or damage and thence every three months. Inspections shall be by a Scaffold Engineer for custom sheds and by a Competent Person employed by the Contractor for standard sheds.
- D. Scaffolds shall be inspected by the Scaffold Engineer during erection, post-erection and prior to use and thence every three months. The Scaffold Engineer shall repeat inspections after major alteration/modification, damage.
- E. A Qualified Person assigned by the Contractor shall 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 shall 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 shall 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 be available on-site at all times.
- 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 shall 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 shall 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



No Text

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

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.
- B. Design Consultant: "Design Consultant" shall 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.

1.5 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 II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 DELIVERY OF MATERIALS:

- A. Material Orders: The Contractor shall furnish to the Commissioner a copy of each material order, indicating date of order and quantity of material, and shall also notify the Commissioner when materials have been delivered to the site and in what quantities.
- B. Ample Quantities: The Contractor shall deliver materials in ample quantities to insure 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 shall be delivered with unbroken seals and shall bear proper labels.
- D. Deliveries: The Contractor shall coordinate deliveries in order to avoid delaying or impeding the progress of the work.
- E. Handling: The Contractor shall 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, and periodically inspect to assure that stored products are undamaged and are maintained under required conditions.
- G. Stacking: All materials shall be properly stacked in convenient places adjacent to the site, or where directed, and protected in a satisfactory manner. Stacked materials shall be so arranged as to not interfere with visibility of traffic control devices.
- H. Overloading: If authority is given to store materials in any part of the project area, they shall 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 shall 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 shall devote its time and personal attention to the work and shall employ and retain at the project site, from the commencement until the entire completion of the work, a Contractor's Construction Superintendent. The Contractor's Construction Superintendent shall be registered with the New York City Department of Buildings in compliance with the Construction Superintendent Rule of the City of New York and shall be competent and capable of maintaining proper supervision and care of the work and shall be acceptable to the Commissioner. The Construction Superintendent shall, in the absence of the Contractor, and irrespective of any superintendent or foreman employed by any subcontractor, shall see that the instructions of the Commissioner are carried out.
- B. **Replacement:** The Contractor's Construction Superintendent on the job shall 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 of the Contractor in connection with the performance of the work.
- B. **Responsibility:** The Contractor shall establish all other lines and elevations required for its work and shall be solely responsible for the accuracy thereof.
- C. **Safeguard All Points:** The Contractor shall safeguard all points, stakes, grade marks and bench marks made or established by the Contractor on the work, shall re-establish same if disturbed and bear the entire expense of rectifying the work improperly installed due to not maintaining, not protecting or removing without authorization such established points, stakes, or marks.
- D. **City Monuments and Markers:** No work shall be performed near City monuments or marks so as to disturb them until the said monuments or marks have been referenced or reset or otherwise disposed of by the relevant Agency or party who installed them.
- E. **Foundations:** The Contractor shall 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 shall 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 shall establish the permanent lines of exterior walls. The Contractor shall furnish promptly, 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 shall 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, shall be a land Surveyor licensed in the State of New York and shall be subject to the approval of the Commissioner. The Surveyor shall not be a regular employee of the Contractor, nor shall the Surveyor have any interest in the Contract. The Surveyor shall not be employed by the Contractor in laying out any work, it being intended that the Surveyor's certification shall represent an independent and disinterested verification of such layout. The Surveyor shall report to the Department of Design and Construction's 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 shall 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 drawings shall be noted on the final certificate and there shall be included 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 shall submit to DDC for submission to the Department of Buildings a final Survey by the licensed Surveyor showing the location of the new Structure, before completion of the Structure. This Survey shall 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 Structures on the plan, together with the location and boundaries of the lot or plot upon which the Structure 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 shall 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 forces of the Department of Design and Construction 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, if any were referred to, were actually taken from the site at the times, places and in the manner indicated. The samples are available for inspection in the Department of Design and Construction Subsurface Exploration Section.
 - 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 and 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 work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, 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, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with the subcontractor responsible for installation or application present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 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.
 - 4. 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 the NYC 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 the NYC Department of Buildings (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 shall comply with all federal, state and local asbestos regulations affecting the work for this Contract.
- B. Contractor Responsibility: The Contractor shall comply with all federal, state and local environmental regulations, including without limitation USEPA and OSHA regulations which require the Contractor to assess if lead based paint will be disturbed during the work in order to protect his/her workers and the building occupants from migration of lead dust into the air. The Contractor shall comply with all federal, state and local environmental waste disposal regulation 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 shall verify all dimensions and conditions on the job so that all work will properly join the existing work.
- B. The Contractor, before commencing work, shall examine all adjoining work 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 shall report to the Commissioner any condition that will prevent it from performing work that conforms to the required standard.

- C. Existing Utility Information: 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. Coordinate with authorities having jurisdiction.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.8 DEFERRED CONSTRUCTION:

- A. Where necessity for deferred construction is certified by the Commissioner, in order to permit the installation of any item or items of equipment required to be furnished and installed concurrent with the time allowed for doing and completing the work of the Contract, the Contractor shall defer construction work limited to adequate areas as approved by the Commissioner.
- B. The Contractor shall 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: 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.
- 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 shall 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 shall be responsible for all costs in connection with such regulatory compliance, unless otherwise specified in the Contract.

3.11 TRANSPORTATION:

- A. Availability: It shall be the duty of the Contractor to determine the availability of transportation facilities and dockage for the use of its employees, equipment and material 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 shall 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 shall 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 shall 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: In the event that timely delivery of sleeves and other materials cannot be made, and to avoid delay, 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 shall fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in shall 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 shall submit to the 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 shall be stamped and returned if approved and/or comments will be transmitted. The Contractor shall 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 shall not predicate its layout work on unapproved sketches.

3.14 CUTTING AND PATCHING:

- A. Responsibility: The Contractor shall do all cutting, patching and restoration required by its work, unless otherwise particularly specified in the Specifications.
- B. Restore Work: The Contractor shall restore any work damaged during the performance of the work.
- C. Competent Workers: All restoration work shall 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 shall 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 Commissioner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- G. Existing Warranties: 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 shall 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, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized. Comply with requirements of Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
- B. Rubbish: Rubbish shall not be thrown from the windows or other parts of the project. Mason's rubbish, dirt and other dust-producing material shall be wetted down periodically.
- C. Location: The Contractor shall clean Project site and work area daily and sweep up and deposit, at a location designated on each floor, all of its rubbish, debris and waste materials, as it accumulates and when directed by the Resident Engineer. Wood crating shall 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 7 days during normal weather or 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: The Contractor shall be responsible for the removal of all rubbish, etc., from the site. The Contractor shall remove from the designated locations all piles of rubbish, debris, waste material and wood crating as they accumulate and when directed by the Resident Engineer, and shall remove them from the site. The Contractor shall employ and keep engaged for this purpose an adequate number of laborers.
- E. Surplus Materials: The Contractor shall 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 shall 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 shall thoroughly clean all equipment and materials furnished and installed and shall 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 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 shall take over and maintain the Project site, after order to start work.
- B. The Contractor shall 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 shall, 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 shall 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 shall 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 shall take over and maintain all project areas, after order to start work.
- B. Until the date of Final Acceptance, the Contractor shall be responsible for the safety of all project areas, including water, gas, electric and other mains and pipes and conduits and shall 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 shall be kept clear at all times, maintained, and if damaged, repaired to serviceable conditions with materials to match existing.
- D. The Contractor shall 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, shall comply with the New York City Dept. of Buildings, Bureau of Electrical Control requirements.

3.23 OBSTRUCTIONS IN DRAINAGE LINES:

- A. The Contractor shall 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 shall be kept clear of any and all debris. Any stoppage shall be repaired immediately at the expense of the Contractor.

END OF SECTION 01 73 00

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 CONSTRUCTION RECORD DOCUMENTS
- G. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS 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.
- B. Design Consultant: "Design Consultant" shall 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. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk or the like.

- D. Construction and Demolition 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.
- E. Diversion from Landfill: To remove, or have removed, from the site for recycling, reuse or salvage, material that might otherwise be sent to a landfill.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.
- G. 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.
- H. Return: To give back reusable items or unused products to vendors.
- I. Reuse: To reuse excess or discarded construction material in some manner on the Project site.
- J. Salvage: To remove a waste material from the Project site for resale or reuse.
- K. 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.
- L. 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.

1.5 WASTE MANAGEMENT PERFORMANCE REQUIREMENTS:

- A. The City of New York has established that this project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, inaccurate planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the waste that is generated during demolition, as many of the waste materials as economically feasible, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall 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 LEED (Leadership in Energy and Environmental Design) 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. A minimum of 75% of total Project demolition waste (by weight) shall be diverted from landfill. 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
 11. Reuse items indicated on the Drawings and/or elsewhere in the Specification
- E. All fluorescent lamps, HID lamps and mercury-containing thermostats removed from the site shall be recycled.
- 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.

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); also there are outlets that will pick up, and in some cases buy recyclable materials. Examples of information resources are as follows:
1. DDC's Sustainable Design web site:
http://www.nyc.gov/html/ddc/html/design/sustainable_home.shtml This includes a manual on Construction and Demolition Waste Reduction and Recycling, a Sample Waste Management Plan and sample C&D Waste Management log. A standard Construction and Demolition Waste Management Log form is included at the end of this section.
 2. Web Resources
(Information only; no warranty or endorsement is implied.)
www.wastematch.org Site of New York Waste Match, a materials exchange database and service
www.bignyc.org Site of Build It Green NYC, a non profit outlet for salvaged and surplus building materials
www.usgbc.org Site of the United States Green Building Council, with a description of the LEED certification process and requirements for C&D waste recycling
www.epa.gov/epawaste/index.htm Site of the U.S. Environmental Protection Agency that discusses construction and demolition waste issues, and links to other resources.

1.7 SUBMITTALS:

- A. The Contractor shall be responsible for the development and implementation of a Waste Management Plan for the Project. The Contractor's subcontractors shall assist in the development of that Plan, and collect and deposit their waste and recyclable materials in accordance with the approved Plan.
- B. DRAFT WASTE MANAGEMENT PLAN. Within fifteen (15) days after receipt of 'Notice to Proceed', or prior to any waste removal, whichever occurs sooner, the Contractor shall submit to the Commissioner a Draft Waste Management Plan. Include separate sections for demolition and construction waste. The Plan shall demonstrate how the performance goals will be met, and contain the following:



1. List of materials targeted for reuse, salvage, or recycling, and names, addresses, and phone numbers of receiving facilities/companies that will be purchasing or accepting each material.
 2. Description of onsite and/or offsite sorting methods for all materials to be removed from site.
 3. If mixed construction and demolition waste is to be sorted off-site, provide a letter from the processor stating the average percentage of mixed construction and demolition waste they recycle.
 4. Landfill information: Names of landfills where non-recyclable/reusable/salvageable waste will be disposed, and list of applicable tipping fees.
 5. Materials handling procedures: 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.
 6. Transportation: A description of the means of transportation and destination for recycled materials.
 7. Meetings: Description of regular meetings to be held to address waste management.
 8. Sample spreadsheet and description of how the implementation of the plan will be documented on a monthly basis.
- C. **FINAL WASTE MANAGEMENT PLAN.** Within fifteen (15) days of Commissioner's approval of the Draft Plan, the Contractor shall submit a Final Waste Management Plan.
- D. **PROGRESS REPORTS.** The Contractor shall submit monthly a 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 jobsite waste. A DDC C&D Waste Management Log form is available on the DDC Sustainable Design website and 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 Category
 - d. Total quantity of waste, in tones/cubic yards, by type
 - e. Quantity of waste salvaged, recycled and/or reused, by type
 - f. Total quantity of waste diverted from landfill (recycled, salvaged, reused) as a percentage of total waste
 - g. 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 measure 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 shall 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 shall save such original documents for the life of the project plus seven (7) years.
- E. **LEED Submittal:** For LEED designated projects submit LEED Letter Template for Credit 2.2, 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.
- F. **Refrigerant Recovery.** Submit Qualification data for Refrigerant recovery technician. Statement of refrigerant recovery, signed by the 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.

1.8 QUALITY ASSURANCE:

- A. The Contractor shall designate a Waste Management Coordinator, to ensure compliance with this section. Coordinator shall be present at Project site full time 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 shall be discussed at the following meetings:
 - 1. Pre-demolition kick-off meeting
 - 2. Pre-construction kick-off meeting
 - 3. Regular job-site meetings
 - 4. Contractor toolbox meetings

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 WASTE PLAN IMPLEMENTATION:

- A. The Contractor shall implement the Waste Management Plan, coordinate the Plan with all affected trades, and designate one individual as the Construction Waste Management 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 shall 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 shall oversee and document the results of the Plan. Monies received for salvaged materials shall remain with the Contractor, except the monies for those items specifically identified elsewhere in the specifications, or indicated on the drawings as belonging to others.
- C. Responsibilities of Subcontractors: Each subcontractor shall be responsible for collecting its waste, non-returned surplus materials, and rubbish, in accordance with the Waste Management Plan.
- D. Distribution. The Contractor shall distribute copies of the Waste Management Plan to each Subcontractor, Resident Engineer, Construction Manager, and Commissioner.
- E. Instruction: The Contractor shall provide on-site instruction of proper waste management procedures to be used by all parties in appropriate stages of the Project.
- F. Procedures. Conduct waste management operations to ensure minimum interference with site vegetation, roads, streets, walks and other adjacent occupied and used facilities.
 - 1. Collect co-mingled 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.

3. Comply with the General Conditions for controlling dust and dirt, environmental protection, and noise control.

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 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT LOG

No Text



**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
 6. Repair of the Work
- 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, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED 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 shall be in accordance with ASHRAE and USGBC LEED- NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall 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 & 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.
- B. Design Consultant: "Design Consultant" shall 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. Substantial Completion: shall mean the written determination by the Commissioner that the Work required under the Contract is substantially, but not entirely, complete.
- D. Final Acceptance: shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

1.5 SUBSTANTIAL COMPLETION:

- A. Preliminary Procedures: Before requesting inspection to determine the date of Substantial Completion, the Contractor shall 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. 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 shall 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 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 shall request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2 Results of completed inspection will form the basis of requirements for Final Acceptance.

1.6 FINAL ACCEPTANCE:

- A. Preliminary Procedures: Before requesting final inspection for Final Acceptance of the Work, the Contractor shall 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 Record 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, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
 - 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 shall state that each item has been completed or otherwise resolved for acceptance, and shall 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, spare parts, extra stock 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 shall 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 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. The items of materials and/or equipment for which manufacturer warranties are required are listed in Schedule B of the Addendum. For each item of material and/or equipment listed in Schedule B, 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 in Schedule B and will be replaced or repaired within such specified period. The contractor shall 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 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 entire Project or for a portion of 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 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.

3.2 REPAIR OF THE WORK:

- A. Subject to the terms of the Contract the Contractor shall complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Contractor shall 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 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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 77 00

CLOSEOUT PROCEDURES
01 77 00 -6

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, Department of Buildings (DoB); Department of Transportation (DoT); Department of Environmental Protection (DEP); Fire Department (FDNY); etc. Documentation to include, but 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.
 - 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 Record Documents as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, including but not limited to; approved documentation from Governing Authorities; as-built record drawings and specifications; product data; operation and maintenance manuals; Final Completion construction photographs; damage or settlement surveys; final property surveys; and similar final record information. 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 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, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
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, spare parts, extra materials, 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.
15. Complete final cleaning requirements, including touchup painting.
16. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

CLOSEOUT PROCEDURES
01 77 00 -8

**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. As-built Contract Record Drawings.
 2. As-built marked-up copies of Record Specifications, addenda and Change Orders.
 3. As-built marked-up Product Data
 4. Record Samples
 5. Construction Record Photographs
 6. Operating and Maintenance Manuals
 7. Final Site Survey
 8. Guarantees and Warranties
 9. Waste Disposal Documentation
 10. LEED Materials and Matrix
 11. Miscellaneous Record Submittals
- B. The Department of Design and Construction, at the start of construction (kick-off meeting), will furnish to the Contractor at no cost a complete set of Contract Drawings Mylars (reproducible) 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 Mylar (reproducible) 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 shall maintain, during the progress of the work, an accurate record of the work as actually installed, on Contract Record Drawings, on Mylar (reproducible), in ink. Store record documents and samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain 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.

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 shall also show all connections, valves, gates, switches, cut-outs and similar operating equipment.

For projects designated to achieve a LEED rating the Contractor shall 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 shall 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.
- B. Design Consultant: "Design Consultant" shall 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.

1.5 SUBMITTALS:

- A. As-Built Contract Record Drawings: Comply with the following:
 1. Progress Submission: As directed by the Resident Engineer, submit progress As-Built Contract Record Drawings at the 50% Construction Completion stage.
 2. Final Submission: Before substantial completion payment, the Contractor shall furnish to the Commissioner one (1) complete set of marked-up Mylar (reproducible) As-Built Contract Record Drawings, in ink indicating all of the work and locations as actually installed, plus one (1) set of paper prints which will be furnished to the sponsoring agency by DDC.
 3. As-Built Contract Record Drawings shall 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 shall bear the legend "AS-BUILT CONTRACT RECORD DRAWING" in heavy block lettering, one half (1/2) inch high, and contain the following data:

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. Record Drawing Title Sheet: The Contractor shall prepare a title sheet, the same size as the Contract Record Drawings, which shall 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 negatives 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 shall 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, 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 shall 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 Commissioning Authority/Agent (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 shall 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 shall maintain one set of blue- or black-line white prints as applicable of the Contract Drawings and Shop Drawings. If applicable, the Record Contract Drawings and Shop Drawings shall 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 shall mark Record Prints 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 shall be distinctly encircled and identified by Change Order number correlating to changes listed on the "Title Sheet." The Contractor shall 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 Drawings.
 2. Revisions to details shown on 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.
 14. Record information on the Work that is shown only schematically.
- C. Progress Record Mylar's (reproducible): As directed by the Resident Engineer at 50% construction completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When directed by the Resident Engineer transfer progress mark-ups to a full set of Mylar's (reproducible) and submit one blue line or black line record copy to the Resident Engineer. The marked-up Mylar's (reproducible) shall be retained by the contractor for completion of mark-up and final submission.
- D. Final Contract Record Mylar's (reproducible): Immediately before final inspection for Certificate of Substantial Completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When authorized, complete mark-up of a full set of corrected Mylar's (reproducible) 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. Print the As-Built Contract Drawings and Shop Drawings for use as Record Transparencies 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 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 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 shall meet with the Resident Engineer at the site to determine which of the Samples maintained during the construction period shall 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 OPERATING AND MAINTENANCE MANUALS:

- A. The Contractor shall 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 shall be the same color. When multiple binders are used, correlate data into related consistent groupings. Binder front shall 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 shall 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. Arrange content by systems under Specification Section numbers and sequence of Table of Contents of the Project manual. Provide tabbed flyleaf for each separate product, equipment and/or system/subsystem with typed description of product and major component parts of equipment.
- E. Safety warnings or cautions shall be visibly highlighted within each maintenance procedure. Use of such highlights shall be limited to only critical items and shall not be used in an excessive manner which would reduce their effectiveness.
- F. 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.
- G. 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.
- H. All material within manuals shall be new. Copies used for prior submittals or used in construction shall not be used.
- I. Submit preliminary and final manual editions to the Commissioner according to the approved progress schedule.
- J. Manuals shall present all technical material to the greatest extent possible, with respect to text, tabular matter and illustrations. Illustrations shall preferably consist of line drawings. All applicable drawings shall be included. If available, color photograph prints may be included.
- K. Preliminary manual editions shall be as technically complete as the final manual edition. All illustrations shall be in final forms.
- L. Final manual editions shall be technically accurate and complete and shall represent all "as-built" systems, pieces of equipment, or materials, which have been accepted by the Commissioner. All illustrations, text and tabular material shall be in final form. All shop drawings shall be included as specified in individual Specification Sections.
- M. 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.
- N. Instructions for care and maintenance: Include manufacturers' recommendations for cleaning agents and methods, and recommended schedule for cleaning and maintenance.



- O. 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.
- P. Additional Requirements: Specified in individual Specification Sections.

2.6 DEMONSTRATION AND ORIENTATION DVD:

- A. Non-Commissioned Projects: The Contractor shall submit final version of applicable Demonstration and Training DVD recordings in compliance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

2.7 GUARANTEES AND WARRANTIES:

- A. SCHEDULE B – Requirements for guarantees and warranties for the Project are set forth in Schedule B, which is included as part of the Addendum.
- B. FORM – For all guarantee requirements set forth in Schedule B, the Contractor shall provide a written guaranty, in the form set forth herein.
- C. 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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



2.8 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.

2.9 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 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 Project.
- B. Maintenance of Record Documents and Samples: Store 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 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 79 39



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

CONTRACT RECORD DOCUMENTS
01 78 39- 10

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 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 videotapes. (Non-Commissioned Projects)
- B. The Contractor shall provide the services of equipment manufacturers orientation specialists experienced in the type of equipment to be demonstrated.
- C. Separate Orientation sessions shall 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 shall 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.

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
- F. Specific requirements for demonstration and training 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.

- B. Design Consultant: "Design Consultant" shall 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.

1.5 SUBMITTALS:

- A. Instruction Program: Submit three (3) copies of outline of 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 training, submit three (3) complete training manual(s) and three (3) applicable DVD 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 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 material to the Resident Engineer a minimum of fourteen (14) days prior to the scheduled training.
- F. Demonstration and Orientation Recordings:
1. Non-Commissioned Projects:
 - a. The Contractor shall submit to the Commissioner three (3) copies of Demonstration and Orientation DVD (Digital Video Disk) recordings within seven (7) days of end of each training 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.
 2. Commissioned Projects:
 - a. Demonstration and Orientation DVD recordings for Commissioned projects will be recorded by the Commissioning Authority/Agent (CxA) under separate contract with the City of New

York. The Contractor performing Demonstration and Orientation shall cooperate with the CxA in the recording of each Demonstration and Orientation module.

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 to comply with requirements in 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. 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.
 - h. Performance curves.
2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties
 3. 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.
 - f. Special operating instructions and procedures.
 4. 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.
 - m. Special operating instructions and procedures.
 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 7. 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.
 - h. Housekeeping practices
8. 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.
 - e. Review of spare parts needed for operation and maintenance.

PART III – EXECUTION

3.1 INSTRUCTION:

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training 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 shall engage qualified instructors to instruct 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 times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule orientation with the Resident Engineer with at least fourteen (14) days' advance notice.
- D. Evaluation: At conclusion of each orientation module, assess and document each participant's mastery of module(s) by use of an oral a written or a 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 RECORDINGS:

- A. Non-Commissioned projects:
 - 1. The Contractor shall engage a qualified commercial Videographer to 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 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 DVD (Digital Video Disk) format.
 - 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 each contractor. The provider of the Orientation program will videotape the sessions and provide a copy to the CxA for final review and comments. If necessary, Contractor shall edit the DVD recording per CxA comments.

END OF SECTION 01 79 00



SECTION 01 81 13
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 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. 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 shall 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, shall 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 |
| C. | Section 01 81 19 | INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS |
| D. | Section 01 91 13 | GENERAL COMMISSIONING REQUIREMENTS |

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. 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.

- C. 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.
- D. Design Consultant: "Design Consultant" shall 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.
- E. Forest Stewardship Council (FSC) Certified Wood: Wood-based materials and products certified in accordance with the Forest Stewardship Council's principles and criteria.
- F. LEED: The Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council.
- G. Rapidly Renewable Materials: 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.
- H. Regionally Manufactured Materials: 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.
- I. Regionally Extracted, Harvested, or Recovered Materials: Materials which are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the Project site.
- J. Recycled Content: 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).
 - 1. 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.
 - 2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.
 - 3. "Pre-consumer" may also be referred to as "post-industrial".
- K. 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.
- L. 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.

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) shall 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 shall 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 ($\frac{1}{2} \times \text{pre-consumer percentage} \times \text{product value} + 1 \times \text{post-consumer percentage} \times \text{product value} = \text{total recycled content value}$).
 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 shall record the above information only for those materials or products permanently installed in the project. The EBMCF shall 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 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 (1st edition, May 1993)
 - b. Anti-corrosive and Anti-rust paints: refer to Green Seal standard GC-03 (2nd Edition, January 1997)
 - c. Aerosol Adhesives: refer to Green Seal standard GS-36 (1st 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 shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall 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 shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall 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 shall 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 shall 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 shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEEDURES.
 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 shall 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 shall be responsible for the provision, maintenance, and repair of all ESC measures.
 - c. Demonstration. The Contractor shall provide on-site instruction of proper construction practices required to prevent erosion and sedimentation.
 - d. Meetings. Urgent or ongoing ESC issues shall be discussed at weekly on-site job meetings.

1.9 QUALITY ASSURANCE:

- A. The Contractor shall 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 shall be 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 shall be responsible for distributing the EBMCF and any other forms or templates required for the subcontractors to record LEED documentation. The Contractor shall 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 shall 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

NO TEXT



SECTION 01 81 13.13
VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED 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 shall 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 shall 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 | SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS |
| I. | Section 01 81 19 | INDOOR AIR QUALITY FOR LEED BUILDINGS |

1.4 DEFINITIONS:

- A. **ADHESIVE:** Any substance used to bond one surface to another by attachment. Includes adhesive primers and adhesive bonding primers.
1. **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.
- B. **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).
- C. **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.
- D. **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.
- E. **FLOOR COATING:** Opaque coating applied to flooring. Excludes industrial maintenance coatings.
- F. **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.
- G. **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).
- H. **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.
- I. **PAINT:** A pigmented coating. For the purposes of this specification, paint primers are considered to be paints.
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).
 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).
 3. **Non-Flat High-Gloss Coating or Paint:** Has a gloss of greater than or equal to 70 (using a 60-degree meter).
 4. **Anti-Corrosive / Rust Preventative Paint:** Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.
- J. **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.
- K. **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.).
- L. **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).
- M. **SEALANT:** Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints

between surfaces. Includes sealant primers and caulks.

- N. 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.
- O. STAIN: Clear semi-transparent/opaque coating formulated to change the color but not conceal the grain pattern or texture of the substrate.
- P. 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.
- Q. 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.
- R. 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 shall 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, shall 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
- B. Rule 1113 - “Architectural Coatings”, amended 9 July 2004: South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov
- C. Green Seal Standard GS-11- “Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org
- D. Green Seal Standard GC-03- “Anti-Corrosive Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org

1.6 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”) shall not be in excess of **250 grams per liter**.
- B. No product shall contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioaccumulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception shall be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which shall be less than or equal to 1% by weight of the product.
- C. No product shall 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 shall 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 shall 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
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 shall 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.) shall 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:
5. Volatile Organic Compounds:
- a. The VOC concentrations (in grams per liter) of the product shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 SUSTAINABLE REQUIREMENTS FOR LEED 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



**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 shall 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, poor housekeeping, shall 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. Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS
- C. Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.
- D. Division 9 (of the Specifications): Finishes.

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" shall 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. Volatile Organic Compounds (VOC's): 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 VOC's are harmful, but many of those contained within building products contribute to the formation of smog and may irritate building occupants by their smell and/or health impact.

- D. Materials that act as “sinks” for VOC contamination: Absorptive materials, typically dry and soft materials (such as textiles, carpeting, acoustical ceiling tiles and gypsum board) that readily absorb VOC's emitted by “source” materials and release them over a prolonged period of time.
- E. Materials that act as “sources” for VOC contamination: Products with high VOC contents that emit VOC's 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).

1.5 REFERENCES, RESOURCES:

- A. “IAQ Guidelines for Occupied Buildings Under Construction”, First Edition, November 1995, The Sheet Metal and Air Conditioner Contractors National Association (SMACNA). (703) 803-2980, www.smacna.org.
- B. ANSI/ASHRAE 52.2-1999, “Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size”, 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 shall not be allowed if such changes compromise the stated LEED BUILDING Performance Criteria.

1.7 CONSTRUCTION IAQ MANAGEMENT PLAN :

- A. The Contractor shall prepare a Construction IAQ Management Plan in coordination with each subcontractor and submit the IAQ Management Plan to the Commissioner for approval in accordance with Section 01 33 00, SUBMITTAL PROCEDURE. The Construction IAQ Management Plan shall meet the following criteria:
 - 1. Construction activities shall be planned to meet or exceed the minimum requirements of the Sheet Metal and Air Conditioning National Contractors' Association (SMACNA) “IAQ Guidelines for Occupied Buildings under Construction”, First Edition, 1995.
 - 2. Absorptive materials shall be protected from moisture damage when stored on-site and after installation.
 - 3. 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 grill, as determined by ASHRAE 52.2-1999.
 - 4. Filtration media shall be replaced immediately prior to occupancy. Filtration media shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52.2-1999 if the project is pursuing Indoor Air Quality Credit 5: Indoor Chemical Pollutant Source Control.
 - 5. A “Sequence of Finish Installation Plan” shall be developed, highlighting measures to reduce the absorption of VOCs by materials that act as “sinks”.
 - 6. Upon approval of the Plan by the Commissioner, it shall 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. Further description of the Construction IAQ Management Plan requirements is 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 shall be organized in accordance with the SMACNA format, and shall address measures to be implemented in each of the five categories (including subsections). All subsections shall 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 and 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.
 - b. Source Control
 - 1) Protect stored on-site or installed absorptive or porous materials.
 - 2) Do not use wet or damaged porous materials in the building.
 - 3) 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.
 - 4) Exhaust fumes from idling vehicles and gasoline fueled tools through use of funnels or temporary piping.
 - 5) Containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, shall be closed when not in use.
 - c. Pathway Interruption
 - 1) Depressurize work areas to 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.
 - 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 particulate filters. Activities which produce high levels of dust shall 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) Materials which become contaminated through direct exposure to moisture from

- precipitation, plumbing leaks, or condensation shall be replaced by the Contractor.
- 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 shall be a regular action topic at weekly site coordination meetings. Implementation of the Plan shall be documented in the meeting minutes.
2. Protection of Materials from Moisture Damage: As part of the “Housekeeping” section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage shall be described. This section should also describe measures to be taken if moisture damage does occur to absorptive materials during the course of construction.
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 shall be provided. The description shall 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 shall be installed after the installation of materials or finishes which have high short-term emissions of VOC’s, 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. Develop and implement an Indoor Air Quality (IAQ) Management Plan for the pre-occupancy phase as follows:

OPTION 1 — Flush-Out

- After construction ends, prior to occupancy and with all interior finishes installed, 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 relative humidity no higher than 60%.

OR

- 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 shall be ventilated at a minimum rate of 0.30 cfm/sq.ft. of outside air or the design minimum outside air rate determined in EQ Prerequisite 1, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cu.ft./sq.ft. of outside air has been delivered to the space.

OR

OPTION 2 — Air Testing

- Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with the United States Environmental Protection Agency Compendium of Methods for the Determination of Air Pollutants in Indoor Air and as additionally detailed in the LEED-NC Reference Guide.
- Demonstrate that the contaminant maximum concentrations listed below are not exceeded.

CONTAMINANT	MAXIMUM CONCENTRATION
Formaldehyde	27 parts per billion
Particulates (PM10)	50 micrograms per cubic meter
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
* 4-Phenylcyclohexene (4-PCH)	6.5 micrograms per cubic meter
Carbon Monoxide (CO)	9 part per million and no greater than 2 parts per million above outdoor levels
* This test is only required if carpets and fabrics with styrene butadiene rubber (SBR) latex backing material are installed as part of the base building systems.	

- 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.
- The air sample testing shall be conducted as follows:
 - a. All measurements shall 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.
 - b. The building shall 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 encouraged, but not required, to be in place for the testing.
 - c. 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 shall 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.
 - d. Air samples shall 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.
- 6. Implementation and Coordination: Implement the Construction IAQ Management Plan, and coordinate the Plan with all affected trades. 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 Plan with the Commissioner on a regular basis, 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 shall distribute copies of the Construction IAQ Management Plan in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
- b. Instruction: The Contractor shall provide on-site instruction of appropriate site management to all Contractor's Subcontractors.
- c. Monitoring: The Construction IAQ Representative shall monitor the implementation of the Construction IAQ Management Plan.

1.8 SUBMITTALS:

Submit the following LEED-required records and documents in accordance with Section 01 33 00, SUBMITTAL PROCEDURES and Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.

- A. A copy of the Construction IAQ Management Plan as defined in Sub-Section 1.07 herein.
- B. Product cut-sheets for all filtration media used during construction and installed immediately prior to occupancy, with MERV values highlighted. Cut sheets shall be submitted with the Contractor's or Subcontractor's 'approved' stamp as confirmation that the products are the products installed on the project.
- C. Provide the Commissioner with 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. The photographs shall 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 shall include integral date stamping, and shall 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.
- D. A copy of the project's TAQ Testing report if applicable.

1.9 QUALITY ASSURANCE:

- A. The Contractor shall be responsible for preparing and implementing the Construction IAQ Management Plan and shall coordinate and incorporate the work of its subcontractors in the IAQ Management Plan.
- B. Responsibility of Subcontractors: Subcontractors for this project shall be responsible to cooperate with the Contractor in the preparation and implementation of the Construction IAQ Management Plan.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 19



**SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS**

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. OPR and BoD documentation 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.
- B. This Section includes:
 - 1. Definitions
 - 2. Commissioning Team
 - 3. City's Responsibilities
 - 4. Each Contractor's Responsibilities
 - 5. Commissioning Authority's/Agent's (CxA) Responsibilities
 - 6. Commissioning Documentation
 - 7. Submittals
 - 8. Coordination

1.3 RELATED SECTIONS: Include without limitation the following:

- A. "HVAC Commissioning Requirements" indicated in other sections of the project specifications for specific requirements for commissioning HVAC systems.
- B. This project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED procedures, and specific commissioning requirements of the Project Specifications, whichever is more stringent. The Contractor shall 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 OWNERS PRE-ACCEPTANCE ORIENTATION
 - 6. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS 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.

- B. Design Consultant: "Design Consultant" shall 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. Commissioner: The Commissioner of the Department of Design and Construction of the City of New York, his/her successors, or duly authorized representative(s).
- D. BoD: Basis of Design: A document, prepared by the Consultant Architect/Engineer, 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.
- E. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- F. CxA: Commissioning Agent (Aka Commissioning Authority) under separate contract with the City of New York to provide Commissioning Services for this project.
- G. OPR: Owner's (City of New York) Project Requirements: A document, prepared by the Consulting Architect/Engineer) 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.
- H. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.
- I. TAB: Testing, Adjusting, and Balancing.

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 shall 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. Consultant Architect/Engineer and other concerned entities.

1.6 CITY'S RESPONSIBILITIES:

- A. Provide the OPR documentation to the Commissioning Agent (CxA) for use in developing the commissioning plan; systems manual; operation and maintenance training plan; and testing plans and checklists.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

- C. Provide the BoD documents, prepared by the Consulting Architect/Engineer and approved by the Commissioner, to the Commissioning Agent (CxA) for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.7 CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor shall provide utility services required for the commissioning process.
- B. As a member of the Commissioning Team, the Contractor and subcontractor(s) shall assign representatives with expertise and authority to act on behalf of the Contractor and its subcontractor(s) 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. Review and accept commissioning process test procedures provided by the CxA.
 4. Review and accept construction checklists provided by the CxA.
 5. Perform testing required in the Commissioning Schedule as per the Commissioning Process test procedures provided by the CxA.
 6. Complete installation checklists as Work is completed and return to CxA through the Resident Engineer.
 7. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
 8. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 9. Submit As-Built documents, operation and maintenance manuals for systems and subsystems, and equipment in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS.
 10. Provide orientation sessions for operation and maintenance personnel (sessions will be video recorded by the CxA) in accordance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

1.8 COMMISSIONING AGENT'S (CxA) RESPONSIBILITIES:

- A. Organize and lead the commissioning team.
- B. Prepare a construction-phase commissioning plan. Collaborate through the Resident Engineer 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.
- 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 Resident Engineer to convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. Responsibilities include arranging for facilities, preparing agenda and attendance lists, and notifying participants. The Commissioning Agent CxA will prepare and distribute minutes to commissioning team members and attendees within three workdays of the commissioning meeting.
- E. At the beginning of the construction phase, coordinate with the Resident Engineer'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 training sessions, TAB Work, and Project completion.



- F. Observe and inspect construction. 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 Project-specific test and inspection procedures and checklists.
- H. Coordinate with the Resident Engineer to schedule, direct, witness, and document tests, inspections, and systems startup.
- I. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.
- J. Certify date of acceptance and startup for each item of equipment for start of warranty periods.
- K. 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.
- L. Record and edit demonstration and orientation sessions on DVD.
- M. Prepare commissioning reports.
- N. Assemble the final commissioning documentation, including the commissioning report and Systems Manual.

1.9 COMMISSIONING DOCUMENTATION:

The Contractor shall assist the Commissioning Agent (CxA) in the development and compiling of the following Commissioning Documentation:

- A. Index of Commissioning Documents: The Commissioning Agent (CxA) will prepare an index including the storage location of each document.
- B. OPR: A written document prepared by the Commissioning Agent (CxA) that details the functional requirements of the Project and expectations of how it will be used and operated. This document includes the Project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.
- C. BoD Document: A document prepared by the Consulting Architect/Engineer 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 explain the designed systems.
- D. Commissioning Plan: A document prepared by the Commissioning Agent (CxA) that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process.
- E. Test Checklists: The Commissioning Agent (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.
- F. 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.
- G. Test and Inspection Reports: The Commissioning Agent (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 shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.

- H. Corrective Action Documents: The Commissioning Agent (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 shall retest systems and equipment requiring corrective action. The CxA will document retest results.
- I. Issues Log: The Commissioning Agent (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.
 - 1. Commissioning Report: The Commissioning Agent (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.
- J. Systems Manual: The Commissioning Agent (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. Commissioning Plan Pre-final Submittal: The Commissioning Agent (CxA) will submit six (6) copies of the pre-final commissioning plan to the Commissioner for review and distribution.
- B. Commissioning Plan Final Submittal: The Commissioning Agent (CxA) will submit six (6) hard copies and electronically formatted information of the final commissioning plan to the Commissioner. The final submittal will address previous review comments.
- C. Test and Inspection Reports: CxA will submit test and inspection reports.
- D. Corrective Action Documents: CxA will submit corrective action documents.

1.11 COORDINATION:

- A. Coordinating Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer'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.
- B. Pre-testing Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer 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.
- C. Testing Coordination: The Commissioning Agent (CxA) will coordinate with the Resident Engineer 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.
 - 1. Coordinate schedule times with the Resident Engineer for tests, inspections, obtaining samples, and similar activities.
- D. Manufacturers' Field Services: The Commissioning Agent (CxA) will coordinate services of manufacturers' field services.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 OPERATION & MAINTENANCE MANUALS

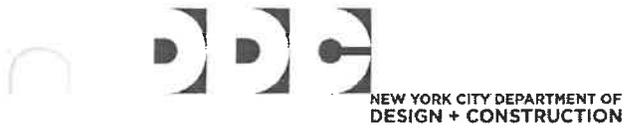
- A. General
 - 1. The CxA shall review the Operation & Maintenance manuals provided by the Contractor or subcontractors for completeness of the document. The review process shall verify that Operation & Maintenance instructions meet specifications and are included for all commissioned equipment furnished by the Contractor.
 - 2. Published literature shall be specifically oriented to the provided equipment, indicating required operation and maintenance procedures, parts lists, assembly / disassembly diagrams and related information.
 - 3. The Contractor shall incorporate the standard technical literature into system specific formats for this facility as designed and as actually installed. The resulting Operation & Maintenance information shall be system specific, concise, to the point and tailored specifically to this facility. The CxA shall review these documents as necessary for final corrections by the Contractor.
- B. The Operation & Maintenance Manual review and coordination efforts shall be completed prior to Owner orientation sessions, as these documents are to be utilized in the training sessions.
- C. System Operations Manual
 - 1. The CxA shall prepare and deliver these documents with inputs from other agencies. The contractors will confirm the proper documents are onsite and readily available. Typically, the manual includes the following:
 - a. Commissioned systems single line diagrams (Mechanical, Electrical, Plumbing, and Building Management System (BMS) subcontractors).
 - b. As built sequences of operations, control drawings and original set points (Design Consultant and BMS subcontractor)
 - c. Operating instructions for integrated building systems (mechanical and BMS subcontractors).
 - d. Recommended schedule of maintenance requirements and frequency (subcontractors).
 - e. Recommended schedule for calibrating sensors and actuators (BMS subcontractor)

3.2 DEMONSTRATION AND INSTRUCTION

- A. The Contractor shall schedule and coordinate instruction sessions for the facility's staff for each commissioned system. Demonstrations shall be held per Contract Documents, along with the appropriate schematics, handouts and visual / audio training aids onsite with equipment.
- B. The equipment vendors shall provide instruction on the specifics of each major equipment item including philosophy, troubleshooting and repair techniques.
- C. For additional prescription pertinent to instruction, refer to other specific divisions for demonstration and instruction requirements.

3.3 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 unsuitable loads / conditions were unavailable during the performance testing stages (in other words; the requirement for testing is warranted).
- B. If agreed upon by facility, Seasonal Testing can also be used for the Warranty Review. During which the CxA will interview the occupants, 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.



3.4 RECORD DRAWINGS

- A. The CxA shall review the as built contract documents to verify incorporation of both design changes and as built construction details. Discrepancies noted shall be corrected by the appropriate party.

END OF SECTION 01 91 13



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

NO TEXT

GENERAL COMMISSIONING REQUIREMENTS

01 91 13 - 8

FMS ID: HH115REGX



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

Building Envelope Rehabilitation for
Regents Family Center

LOCATION: 2724 Broadway
BOROUGH: Manhattan 10032
CITY OF NEW YORK

Neelam Construction Corporation
Contractor

Dated January 3, 20 18

Approved as to Form
Certified as to Legal Authority

[Signature]
Acting Corporation Counsel

[Signature]
7/27/17

Dated July 27, 20 17

Entered in the Comptroller's Office

st Assistant Bookkeeper

Dated _____, 20 _____





Department of
Design and
Construction

PROJECT ID:

HH115REGX

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

VOLUME 3 OF 3

ADDENDUM TO THE GENERAL
CONDITIONS

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

Building Envelope Rehabilitation for
Regents Family Center

LOCATION:
BOROUGH:
CITY OF NEW YORK

2724 Broadway
Manhattan 10032

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

Department of Homeless Services

SUPERSTRUCTURES Engineers + Architects

Date:

June 12, 2017

7-109





THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

ADDENDUM TO THE GENERAL CONDITIONS
FOR SINGLE CONTRACT PROJECTS

The General Conditions are hereby amended in accordance
with the terms and conditions set forth in this Addendum.

I. PROJECT DESCRIPTION

FMS #: HH115REGX

PROJECT NAME: Building Envelope Rehabilitation for the Regents Family Residence

PROJECT DESCRIPTION: This Project consists of the exterior façade restoration, which includes masonry replacement and pointing at spot locations, as well as parapet replacement, roof slab replacement at openings, roofing system replacement, and copper batten seam roof replacement.

PROJECT LOCATION: 2724 Broadway

BOROUGH: New York

CITY OF NEW YORK

ZIP CODE: 10025

COMMUNITY BOARD #: 107

LANDMARK STATUS:

DESIGNATED LANDMARK STRUCTURE OR SITE: NO

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

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 F 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>
01 1000	1.4 (B)	Scope and Intent / LEED		X	
	1.4(C)	Scope and Intent / Commissioning		X	
01 3233		Photographic Documentation	X		
01 3300	1.7 (A-D)	LEED Submittals		X	
01 3503		General Mechanical Requirements		X	
01 3506	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	
01 3591		Historic Treatment Procedures	X		
01 5000	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	

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>	
01 5000	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		
	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			
	01 5411	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		
01 7300	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		
01 7419	1.5 (C)	Waste Management Performance Requirements / LEED Certification		X		
01 7900		Demonstration and Owner's Pre-Acceptance Orientation	X			
01 8113		Sustainable Design Requirements for LEED Buildings		X		
01 8113.13		VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED Buildings		X		
01 8119		Indoor Air Quality Requirements for LEED Buildings		X		
01 9113		General Commissioning Requirements		X		

VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

- (1) **GENERAL:** Special Experience Requirements for the Project are set forth below. Such Special Experience Requirements may apply to either or both of the following entities: (a) the contractor or subcontractor that will perform specific areas of work, and/or (b) the manufacturer that will provide specific material or equipment.
- (2) **REVISION OF SPECIFICATIONS AND DRAWINGS:** In the event the Specifications and/or the Contract Drawings contain any Special Experience Requirements that are not set forth below, such Special Experience Requirements are deemed deleted, except as otherwise expressly provided in Section VIII of this Addendum.
- (3) **SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:** The Special Experience Requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such Special Experience Requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the contractor intends to perform any specific area of work with its own forces, it must demonstrate compliance with the Special Experience Requirements. If the contractor intends to subcontract any specific area of work, the proposed subcontractor(s) must demonstrate compliance with the Special Experience Requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.
 - (a) **Special Experience Requirement #3:** The contractor or subcontractor performing the work of these sections must be a company regularly engaged in performing roofing projects with its own workforce and have successfully completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within 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 contractor's or subcontractor's company 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 contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.

General Construction Work:

- Section 075600: Fluid Applied Roofing
- Section 076100: Sheet Metal Roofing

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 Bid Booklet contains a Notice which identifies a particular product from a designated manufacturer as a "Proprietary Item", 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 Bid Booklet. Special Experience Requirements may apply to contractors, subcontractors, installers, manufacturers and/or suppliers. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the Bid Booklet, 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, except as described in paragraph (b) below.
 - (b) Any Special Experience Requirement that pertains to the abatement of hazardous materials shall not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement shall remain in full force and effect.
 - (c) Any Special Experience Requirement that provides that the entity 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 entity must be properly trained for the specified work.
 - (d) 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 Bid Booklet. In the event of any conflict or inconsistency between (1) the Notice regarding Alternate Bids set forth in the Bid Booklet and (2) a provision in the Specifications and/or the Contract Drawings regarding Alternate Bids, the Notice set forth in the Bid Booklet shall prevail. If the agency is not requesting the submission of Alternate Bids, as indicated by the absence of a Notice in the Bid Booklet, 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, 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, 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) 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.
- (b) 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.
- (c) 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.

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.

REFERENCE	ITEM	REQUIREMENTS	CONTRACT #1
Information For Bidders	Bid Security		See Attachment 1 – Bid Information in the Bid Booklet
Information For Bidders	Performance and Payment Bonds		See Attachment 1- Bid Information in the Bid Booklet
Article 14 Contract	Time of Substantial Completion	Consecutive Calendar Days	487 ccds
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	\$600
Article 17 Contract	Sub-Contracts	Not to exceed Percent of Contract Price	60%
Article 21 Contract	Retainage	Percent of Voucher	If 100% bonds are required 5% If 100% bonds are not required, and Contract Price is \$1,000,000 or less 5% If 100% bonds are not required, and Contract Price is more than \$1,000,000 10%
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	1%
Article 24 Contract	Period of Guarantee		See Schedule B of the Addendum to the General Conditions
Article 74 Contract	Statement of Work		Addenda, numbered: _____
Article 75 Contract	Compensation to be Paid to Contractor		Amount for which the Contract was Awarded: _____ Dollars (\$ _____)
Article 79 Contract	MWBE Program		See MWBE Utilization Plan in the Bid Booklet

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>The minimum limits shall be \$1,000,000.00 per occurrence and \$2,000,000.00 per project aggregate applicable to this Contract.</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 Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).</p> <p>3. _____</p>
<p>■ Workers' Compensation Art. 22.1.2</p> <p>■ Disability Benefits Insurance Art. 22.1.2</p> <p>■ Employers' Liability Art. 22.1.2</p> <p><input type="checkbox"/> Jones Act Art. 22.1.3</p> <p><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3</p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</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.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<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
[OTHER] Art. 22.1.8 <input type="checkbox"/> Collision Liability/Towers Liability	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 <input type="checkbox"/> Railroad Protective Liability	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

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>■ 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, and</p>
<p>[OTHER] Art. 22.1.8</p> <p>□ 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>

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 shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

ACCO's Office, Insurance Unit

30-30 Thomson Avenue, 4th Floor

Long Island City, New York 11101

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:

Specification Number	Material or Equipment	Warranty Period
030100	Structural Concrete Repair Mortar	Five (5) Years
030100	Injection Epoxy Adhesive	Five (5) Years
030100	Non-Traffic Coating	Five (5) Years
040130	Micro Injection Grout	Ten (10) Years
040130	Crack and Void Injection Grout	Ten (10) Years
040130	Patching Compound	Ten (10) Years
055200	Aluminum Railing System	One (1) Year
055200	Aluminum Powder Coating System	Five (5) Years
075600	Fluid Applied Membrane (Manufacturer)	Twenty-five (25) Years
078400	Firestop Sealant	Two (2) Years
079200	Sealant: NT (NS)	Twenty (20) Years
079200	Premolded Control Joint	Five (5) Years
081113	Steel Hollow Metal Doors and Frames	Life of Original Installation
086300	Metal-Framed Skylight	Five (5) Years
086300	Special Aluminum Finish	Twenty (20) Years
086300	Skylight Glazing	Ten (10) Years
092500	Natural Cement-Based Stucco	Five (5) Years
099623	Graffiti Resistant Coating	One (1) Year

(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.

Drawing No.	Title
T-001.00	TITLE SHEET
T-002.00	DOCUMENT ORGANIZATION, PLOT PLAN, RESTORATION TABLE
T-003.00	SCOPE OF WORK, NOTES, SPECIAL INSPECTIONS AND SITE SAFTEY
T-004.00	ABBREVIATIONS & MATERIAL DRAFTING SYMBOLS
EN-001.00	NYCECC NOTES
H-001.00	ASBESTOS ABATEMENT GENERAL NOTES
H-002.00	ASBESTOS ABATEMENT ROOF PLAN
H-003.00	ASBESTOS ABATEMENT EAST ELEVATION
DM-101.00	DEMOLITION PLAN
A-101.00	ROOF PLAN
A-102.00	PARTIAL ROOF PLAN AND STAIR CHEEK WALL ELEVATIONS
A-103.00	PARTIAL FIRST FLOOR REFLECTED CEILING PLAN
A-201.00	WEST AND SOUTH ELEVATIONS
A-202.00	EAST ELEVATION & NORTH AND EAST CORTYARD ELEVATIONS
A-203.00	NORTH, SOUTH COURTYARD AND BULKHEAD ELEVATIONS
A-301.00	DETAIL: PPT 01
A-302.00	DETAILS: 01/PPT 01, 02/PPT01, STU 01
A-303.00	DETAILS: 03/PPT 01, COP 01/PPT 01, STL 01/PPT 01, COA 05, LTL 04
A-304.00	DETAILS: LTL 01 & LTL 02
A-305.00	DETAILS: LTL 03 & CJT 01
A-306.00	DETAILS: COR 01, JNT 01
A-307.00	DETAILS: MAS 01, MAS 02, MTL 01, PEN 01
A-308.00	DETAILS: STN 01 & STN 02
A-309.00	DETAILS: COA 06, CON 04, STN 03
A-310.00	DETAILS: MTL 02, SIL 01, SIL 02, PPT 02, COP 02/PPT 02
A-311.00	DETAILS: COA 02, COA 03, COA 04, PNT 02, TRC 01
A-312.00	DETAILS: CON 05
A-401.00	DETAILS: FLA 01, FLA 02, MEM 01, CON 01 & CON 02
A-402.00	DETAILS: FLA 03 & MEM 02
A-403.00	DETAILS: FLA 04, FLA 05, FLA 06, FLA 07
A-404.00	DETAILS:FLA 08, FLA 09, FLA 10, FLA 11
A-405.00	DETAILS: FLA 12, DRN 01 & DRN 02
A-406.00	DETAIL: SHM 01
A-407.00	DETAIL: SHM 01
A-408.00	DETAIL: SHM 01
A-501.00	DETAILS: RAI 01 & RAI 02
A-701.00	DETAIL: SLB 01
A-702.00	DETAIL: SLB 02
A-910.00	DOOR SCHEDULE, ELEVATIONS AND DETAILS, INTERIOR DETAILS
A-911.00	SKYLIGHT REPLACEMENT DETAILS
P-101.00	PLUMBING PLAN
P-401.00	DETAIL: DRN 01, DRN 02

SCHEDULE D

Electrical Motor Control Equipment

(Reference: 01 3506, Article 3.8 of the DDC Standard General Conditions)

NOT USED

SCHEDULE E

Separation of Trades

NOT USED FOR SINGLE CONTRACTS

REPORT DATE		FMS ID #/PROJECT ID #/ CONTRACT REGISTRATION #/ PROJECT NAME:			CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #																
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS		ACTION		RET'D		ACTION		RET'D		ACTION		
			SHOP DWG.	SAMPLE	CAT CUTS				REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D
01 5423	Site Logistics/Site Safety Plan	X																			
01 5423	Scaffold & Shed Installation Drawings		X																		
01 7419	Waste Mgmt Plan	X																			
01 7900	Instruction Program for Demonstration & Orientation	X																			
01 7900	Qualification Data	X																			
01 8113.13	MSDS			X																	
01 8119	IAQ Management Plan	X																			
01 8119	Product Cut Sheets				X																
01 8119	IAQ Management Plan	X																			
030100	Photographs																				
	Concrete Deck Repair Mortar				X																
	Structural Concrete Repair Mortar				X																
	Corrosion Resistant Rebar Coating				X																
	Polyethylene Film				X																

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:				CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #														
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS		ACTION		RET'D		ACTION		RET'D		ACTION	
			SHOP DWG	SAMPLE	CAT CUTS				REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D
	Welded Wire Fabric			X																
	Dowel			X																
	Anchoring Compound			X																
	Plastic Bearing Shim			X																
	Anchorage Pull-Out Test Reports																			
	Certification of Concrete Properties																			
	Precast Concrete Calculations																			
040120	Brick			X																
	Compressible Filler			X																
	Expansion Joint Filler			X																
	Weep Slot			X																
	Special Inspection Reports																			
040122	Solvent-Based Paint Remover			X																
	Paint Removal Protective Paper			X																
040130	Injection Gouts			X																

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:			Contract 1 -- GENERAL CONSTRUCTION													
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS									
			SHOP DWG.	SAMPLE	CAT CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	
055200	Aluminum Railing System		X	X	X													
	Structural Calculations																	
	Railing System Test Reports																	
057400	Cast Iron		X	X	X													
	Structural Calculations																	
	Source Quality Test Reports																	
	Anchorage Pull-out Test Reports																	
061000	Exterior Grade Plywood						X											
	Wood Blocking						X											
075600	Fluid Applied Membrane			X	X													
	Modified Repair Mortar				X													
	Cementitious Grout				X													
	Rapid Hardening Cementitious Fill				X													
	Existing deck survey																	
	Proposed Insulation Slope Shop Drawings																	

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:				CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #											
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS		ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
			SHOP DWG.	SAMPLE	CAT CUTS				REC'D	RET'D							
076100	Copper		X	X	X												
	Copper Panel		X	X	X												
	Fasteners			X	X												
	Self-Adhering Sheet Waterproofing System			X	X												
	Sealant				X												
076200	Stainless Steel			X	X												
	Copper			X	X												
	Brass			X	X												
	Pre-Formed Metal Flashing (S.S.)			X													
	Pre-Formed Metal Flashing (Copper)			X													
	Pre-Formed Metal Flashing (Aluminum)			X													
	Interlocking Sheet Metal Flashing (Copper)			X													
	Stainless Steel Composite Fabric Flashing			X	X												

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:			CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #												
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
			SHOP DWG	SAMPLE	CAT. CUTS												
	Modified Bitumen Fabric Flashing		X	X													
	2-Piece Counterflashing (S.S.)		X	X													
	Cleats (S.S.)		X	X													
	Butyl Caulk				X												
	Utility Mastic				X												
	Flashing Cement				X												
	Hammer Drive Anchor			X													
	Blind Rivet				X												
	Termination Bar			X													
	Wire Strainer (Brass)			X													
078400	Firestop Sealant				X												
	Firestopping Test Reports																
079200	Sealant: NT (NS)			X													
	Premolded Control Joint			X													
	Compressible Filler			X													
	Lead Weather Cap			X													

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:			CONTRACT #: TRADE: SHOP DRAWING LOG SHEET # SUBMISSIONS												
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
			SHOP DWG	SAMPLE	CATS												
081113	Exterior Hollow Metal Door (Steel)		X														
086300	Metal-Framed Skylight		X														
	Glazing																
	Aluminum Finish Coating			X													
	Skylight Test Reports																
087100	Hinges																
	Exit Device																
	Panic Bar with Lever																
	Door Closer																
	Multi-Part Adjustable Saddle			X													
	Adjustable Door Stop																
	Door Sweep																
	Kick Plates																
	Wall Bumpers and Door Stops																
092116	Gypsum board		X														
	Steel Studs			X													
	Fasteners			X													



TABLE OF CONTENTS

Contract #1 General Construction Work

Section No.	Title
DIVISION 2	EXISTING CONDITIONS
024119	Demolition
028013	General Contractor Work Allowance for Incidental Asbestos Abatement
028213	Asbestos Abatement
DIVISION 3	CONCRETE
030100	Concrete Restoration
033000	Cast-In-Place Concrete
034500	Precast Architectural Concrete
DIVISION 4	MASONRY
040120	Unit Masonry Restoration
040122	Masonry Cleaning
040130	Terra Cotta Restoration
040513	Masonry Mortar
040519	Masonry Anchorage and Reinforcing
DIVISION 5	METALS
051200	Structural Steel Framing
053100	Steel Decking
055200	Metal Railings
057400	Decorative Metal Castings
DIVISION 6	WOOD, PLASTICS AND COMPOSITES
061000	Rough Carpentry
DIVISION 7	THERMAL AND MOISTURE PROTECTION
075600	Fluid Applied Roofing
076100	Sheet Metal Roofing
076200	Sheet Metal Flashing and Trim
078400	Firestopping
079200	Joint Sealants
DIVISION 8	OPENINGS
081113	Hollow Metal Doors and Frames
086300	Metal-Framed Skylights
087100	Door Hardware
DIVISION 9	FINISHES
092116	Gypsum Board Assemblies
092300	Gypsum Plastering
092500	Natural Cement-Based Stucco
099623	Graffiti Resistant Coatings
099713	Metal Coatings
DIVISION 22	PLUMBING
221000	Plumbing Piping
221426	Drains

END OF TABLE OF CONTENT

THIS PAGE INTENTIONALLY LEFT BLANK

CONTRACT # 1
GENERAL CONSTRUCTION WORK

THIS PAGE INTENTIONALLY LEFT BLANK



024119

DEMOLITION

PART 1 - GENERAL

1.01 Related Document

- 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. Demolition and removal of selected portions of building or structure.
 - 2. Salvage of existing items to be placed in storage and/or reinstalled.

1.03 Definitions

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Items indicated on Drawings for removal and salvage. Detach items from existing construction in a manner to prevent damage, and deliver as indicated in this Section.
- C. Remove and Reinstall: Items indicated on Drawings for removal and reinstallation (e.g., fixtures, equipment, building elements, etc.). Detach items from existing construction in a manner to prevent damage, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. ANSI/ASSE A10.6 "Safety Requirements for Demolition Operations."
 - 2. NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

1.05 Project Conditions

- A. Hazardous Materials:
 - 1. It is not expected that hazardous materials will be encountered in the Work.



2. If building elements suspected of containing hazardous materials are encountered, proceed as follows:
 - a. Do not disturb suspect building element, material or substance.
 - b. Immediately notify Commissioner and City of New York in writing.
 - c. If the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of City of New York and Contractor.
- B. Explosives: Use of explosives is prohibited.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 General

- A. Examination:
 1. Prior to commencement of Work:
 - a. Document existing damage, and determine if adverse existing conditions exist as per DDC General Conditions.
 - b. Verify that utilities have been disconnected and capped where needed to accommodate specific selective demolition.
 2. If in the progress of the Work unanticipated mechanical, electrical, structural, or other elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict.
 - a. Promptly submit an accurate and complete written report detailing conflicting elements to Commissioner.
 - b. Pending receipt of directive from Commissioner or City of New York, rearrange demolition schedule as necessary to continue progress of overall Work without delay.
- B. Shoring, Bracing and Structural Support:
 1. Provide shoring, bracing, and structural supports to preserve stability and prevent movement, settlement or collapse of construction and finishes to be selectively demolished and adjacent facilities to remain.
 - a. Retain a professional engineer licensed in the State of New York to engineer temporary shoring, bracing, and structural support as needed.
 - b. Strengthen or add new supports when required during progress of selective demolition.
 - c. If safety of structure appears to be endangered, cease operations immediately, notify Commissioner, and take precautions to support structure until determination is made for continuing operations.
- C. Demolish and remove existing construction only to the extent required by new construction and as indicated.



1. At any one time, remove only that portion of the existing construction that can be immediately protected so that building interior remains watertight and weathertight.
2. Where selective demolition converges with existing construction to remain:
 - a. Comply with DDC General Conditions.
 - b. Conduct operations in a manner to protect adjacent and surrounding surfaces and material to remain from damage. Do not damage substrates to remain.
 - c. 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, to minimize disturbance of adjacent surfaces.
 - d. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - e. Remove residual mortar, adhesives, or other matter, from material to remain, in preparation for tie-in of new Work. (For example, where deficient brick has been removed, remove mortar around perimeter of area in preparation for new brick and mortar.)
3. Where whole units are being removed for replacement (e.g., masonry units, sills, lintels, wall panels, etc.), cut out whole units from joint to joint in a manner to permit replacement of full size units, and carefully remove without damaging surrounding construction.
4. Do not use cutting torches until Work area is cleared of flammable materials. At concealed spaces (e.g., duct and pipe chases, etc.), verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations. Maintain adequate ventilation when using cutting torches.

3.02 Removed and Reinstalled Items

- A. Carefully remove items, which will be reinstalled in the Work, from existing construction in a manner to prevent damage.
- B. Clean removed items.
- C. Label items to include the following information:
 1. Date removed.
 2. Item number, if applicable.
 3. Description.
 4. Location (where removed).
- D. Pack or crate items. Identify contents of containers.
- E. Protect items from damage in handling, transport and storage.
- F. Reinstall items in locations indicated. Comply with installation requirements for new products and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.



3.03 Replication Specimens

- A. For building elements that will be reproduced or duplicated in the final Work, comply with replication specimen requirements in DDC General Conditions.

3.04 Concrete Demolition

- A. Where required, perform concrete demolition as follows:
 - 1. Concrete Spall Demolition:
 - a. Do not impact reinforcing steel to remain with any tools. Use only hand tools at locations immediately surrounding embedded reinforcing steel.
 - b. Remove loose or deteriorated concrete to achieve sound condition. Acceptable tools include power "chipping" hammer (15 lbs max. weight) or hand tools.
 - c. Cut rectilinear perimeter at minimum depth, as indicated on Drawings. Acceptable tools include power driven grinder with diamond blade and vacuum attachment for dust collection.
 - 2. Mass Concrete Demolition and Trenching:
 - a. Do not impact reinforcing steel to remain with any tools. Use only hand tools at locations immediately surrounding embedded reinforcing steel.
 - b. Cut perimeter as indicated on Drawings. Acceptable tools include power driven diamond blade saw.
 - c. Break up slab concrete in small sections. Acceptable tools include pneumatic "paving breaker" hammer (70 lbs max. weight).

3.05 Masonry Demolition

- A. Where required, perform masonry unit and wall demolition as follows:
 - 1. Cut perimeter of area to be removed in a manner to protect adjacent material to remain from damage.
 - a. At head joints, short bed joints or end of long cuts, acceptable tools include power oscillating mortar removal tools or hand tools.
 - b. At long cuts, acceptable tools include power driven grinder with diamond blade and vacuum attachment for dust collection, or hand tools.
 - 2. Remove mass of masonry in small sections. Acceptable tools include electric demolition "chipping" hammer (15 lbs max. weight), power driven grinder with diamond blade and vacuum attachment for dust collection, or hand tools.

3.06 Mortar Joint Demolition

- A. Where required, rake mortar joint in a manner to protect masonry units from damage. Acceptable tools include:
 - 1. At head joints, short bed joints or end of long cuts, acceptable tools include power oscillating mortar removal tools or hand tools.



2. At long cuts, acceptable tools include power driven grinder with diamond blade and vacuum attachment for dust collection, or hand tools.
- B. Where mortar embedded units (e.g., masonry units, precast Architectural concrete units, CMU units, stone units, etc.) have been removed, remove mortar, loose particles and debris from existing surrounding units, in preparation for replacement units.

3.07 Roofing Demolition

- A. Where required, remove all existing overlay material, roof membrane, and accessories (nails, etc.) to expose substrate.

END OF SECTION 024119



THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 028013 – GENERAL CONTRACTOR WORK
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 (cumingtonite-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 1 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 Asbestos abatement contractor is responsible to retain a NYSDOL Licensed 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 demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must, submit documentation demonstrating compliance with all listed requirements. 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, must demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos abatement contractor".
 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 provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$250,000.00 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 of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work, brief description of the 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, 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.

- B. Insurance Requirements: The asbestos abatement contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.
- C. 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.

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.

GENERAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

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.

<u>PIPE INSULATION SIZE O.D.</u>	<u>PIPE SIZE O.D.</u>	<u>SQUARE FOOTAGE PER LINEAR FOOT</u>
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.

$$100 \times 0.65 = 65 \text{ sq.ft.} \quad 65 \times \text{unit price} = \text{Payment}$$

$$100 \times 2.62 = 262 \text{ sq.ft.} \quad 262 \times \text{unit price} = \text{Payment}$$

- 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)

$$1000 \text{ S.F.} \times (1.5) \times \text{the Unit Price} = \text{Payment}$$

- 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

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 028213

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 Regents Family Center, located at 2720 Broadway, New York, NY 10025.
- 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% Review Submission Drawings titled “Building Envelope Rehabilitation for Regents Family Center,” dated 06/08/16, prepared by Super Structures Engineers & Architects;
 - 2. Asbestos survey reports prepared by Louis Berger & Assoc., P.C. (LBA) dated 02/22/16 & 07/11/16.
- 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.

ASBESTOS ABATEMENT

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 tar on chimney, black; tar on slope roof & gutters; tar vapor barrier under metal roof; tar on parapet wall; roof membrane; drain flashing; tar on building base, black and tar on brick wall.
 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: Roof Plan

- a. Remove and dispose of asbestos-containing tar on chimney within **Work Area 1**. Asbestos-containing tar on chimney shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.
- b. Remove and dispose of asbestos-containing tar on slope roof and gutters and tar vapor barrier under metal roof within **Work Area 2**. Asbestos-containing tar on slope roof and gutters and tar vapor barrier under metal roof shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.
- c. Remove and dispose of asbestos-containing roof membrane, drain flashing, tar on parapet wall within **Work Area 3**. Asbestos-containing roof membrane and drain flashing shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-107 Foam Procedure for Roof Removal. Asbestos-containing tar on parapet wall shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement

ASBESTOS ABATEMENT

from Vertical Exterior Surfaces. The asbestos abatement contractor shall be responsible for the removal and disposal of all roofing materials down to the substrate/deck.

- d. Remove and dispose of asbestos-containing tar on building base within **Work Area 4**. Asbestos-containing tar on building base shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
1	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	75 Sq. Ft. of Tar on Chimney	—
2	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	3,950 Sq. Ft. of Tar Vapor Barrier under Metal Roof	—
		175 Sq. Ft. of Tar on Slope Roof and Gutter	—
3	NYCDEP Section § 1-107 Foam Procedure for Roof Removal	210 Sq. Ft. of Roof Membrane and Drain Flashing	—
	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	145 Sq. Ft. of Tar on Parapet Wall	—
4	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	90 Sq. Ft. of Tar on Building Base, Black	—

ASBESTOS ABATEMENT

2. Drawing H003.00: East Elevation

- a. Remove and dispose of asbestos-containing tar on brick wall within **Work Area 5**. Asbestos-containing tar on brick wall shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
5	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	100 Sq. Ft. of Tar on Brick Wall	—

- D. The facility is under the jurisdiction of the New York City Department of Homeless Services. 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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

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:
 2. Shall be performed at no additional charge to the City.
 3. Shall be performed at times not interfering with the other activities in the building.
 4. Shall be performed only with written consent from the Commissioner and the Facility Manager.
 5. 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 demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.

ASBESTOS ABATEMENT

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, as an "Asbestos Abatement Contractor".
 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 provide evidence of having successfully performed and completed in a timely fashion at least 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 of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work; brief description of the 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, 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.
- 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. 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

ASBESTOS ABATEMENT

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

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

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) more than 25 linear feet or more than 10 square feet of 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

ASBESTOS ABATEMENT

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. NYCDEP or DEP: The New York City Department of Environmental Protection.
38. 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.
39. DOB: The New York City Department of Buildings.

ASBESTOS ABATEMENT

40. 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.
41. ELAP: Environmental Laboratory Approval Program administered by the New York State Department of Health.
42. 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.
43. 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.
44. 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.
45. EPA or USEPA: United States Environmental Protection Agency.
46. 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.
47. 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.
48. FDNY: The Fire Department of the City of New York.

ASBESTOS ABATEMENT

49. 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.
50. 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.
51. 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.
52. 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.
53. HEPA vacuum equipment: "HEPA vacuum equipment" shall mean vacuuming equipment with a HEPA filter.
54. Holding Area: Chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.
55. Homogeneous Work Area: Portion of the Work Area that contains one type of ACM and/or where one type of abatement is used.
56. 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.

ASBESTOS ABATEMENT

57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. Movable Object: Unit of equipment or furniture in the Work Area that can be removed from the Work Area.
63. 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.

ASBESTOS ABATEMENT

64. NESHAPS: National Emission Standards for Hazardous Air Pollutants.
65. NFPA: The National Fire Protection Association.
66. NIOSH: National Institute for Occupational Safety and Health.
67. DEP or NYCDEP: New York City Department of Environmental Protection
68. NYSDOL: New York State Department of Labor.
69. 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.
70. NYSDOH: The New York State Department of Health.
71. 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.
72. 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.
73. OSHA: Occupational Safety and Health Administration.
74. Outside air: "Outside air" shall mean the air outside the work place.
75. 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.
76. 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.
77. Personal Protective Equipment (PPE): Appropriate protective clothing, gloves, eye protection, footwear, and head gear.
78. Phase Contrast Microscopy (PCM): The measurement protocol for the assessment of the fiber content of air. (NIOSH Method 7400).

ASBESTOS ABATEMENT

79. Physician: Person licensed or otherwise authorized under Article 131 Section 65.22 of the New York State Education Law.
80. Plasticize: To cover floors and walls with fire retardant plastic sheeting as herein specified or by using spray plastics as acceptable to the Department.
81. 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)
82. Project Designer: A person who holds a valid Project Designer Certificate issued by the New York State Department of Labor.
83. Project Monitor: A person who holds a valid Project Monitor Certificate issued by the New York State Department of Labor.
84. 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.
85. 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.
86. 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.
87. 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.
88. 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.
89. 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.

ASBESTOS ABATEMENT

90. Replacement material: Any material used to replace ACM that contains less than .01 percent asbestos.
91. Shift: A worker's, or simultaneous group of workers', complete daily term of work.
92. 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.
93. 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.
94. Staging Area: Work Area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the Work Area.
95. Strip: To remove asbestos materials from any part of the facility.
96. 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.
97. Surface barriers: The plasticizing of walls, floors, and fixed objects within the work area to prevent contamination from subsequent work.
98. Surfactant: Chemical wetting agent added to water to improve penetration.
99. 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.
100. Visible Emissions: Emissions containing particulate material that are visually detectable without the aid of instruments.
101. 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.
102. 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.

ASBESTOS ABATEMENT

103. 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.
104. Wet methods: "Wet methods" shall mean the use of amended water or removal encapsulants to minimize the generation of fibers during ACM disturbance.
105. Work Area: Designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take(s) place.
106. 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.
107. Work Place: The work area and the decontamination enclosure system(s).
108. 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.
109. 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 PAGING 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 digital telephone paging device ("Beeper") and/or cellular telephones which can be activated by a telephone number in the 212 or 646 or 718 or 917 or 929 area code. He shall supply the Department of Design and Construction with the activation number for the device and he is liable to respond back to the calls from DDC within the next one (1) hour period after he 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.

ASBESTOS ABATEMENT

- 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. 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

ASBESTOS ABATEMENT

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. The 8-hour time weighted average airborne concentration of fibers to which any passerby may be exposed shall not exceed 0.01 fibers per cubic centimeter of air when fibers have a physical dimension longer than 5 micrometers as determined by the method prescribed in these Specifications.
2. 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.

ASBESTOS ABATEMENT

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

ASBESTOS ABATEMENT

- 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.
9. 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.
10. 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.

ASBESTOS ABATEMENT

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).

ASBESTOS ABATEMENT

- 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. The general contractor shall submit, as required, an asbestos abatement permit due to one or more of the activities listed in 1.07 (B) (1-8) and (B) (13) of this specification. The asbestos abatement contractor is responsible for submitting, with an asbestos project notification, a work place safety plan (WPSP) and any other applicable construction documents. These documents must be prepared by a registered design professional.
- E. A WPSP 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 asbestos abatement 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.

ASBESTOS ABATEMENT

- 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 general contractor 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

ASBESTOS ABATEMENT

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, and shall be advised on safe decontamination.
- 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 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, 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.

ASBESTOS ABATEMENT

- 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 NYCDEP identification numbers of Waste Hauler.

ASBESTOS ABATEMENT

- 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 persons who will be employed by him in 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.
- 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 on title page the project name, name, address and phone number of Environmental Control Representative; name, address and phone number of asbestos abatement contractor; name, address and phone number of asbestos abatement contractor and City's air testing entity; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved by the laboratory for entry into the Work Area.

ASBESTOS ABATEMENT

(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.

r. 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. 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 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,

ASBESTOS ABATEMENT

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 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 and NYSDOL 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).

ASBESTOS ABATEMENT

- k. A copy of each Asbestos Project Conditional Closeout Report (ACP-20).
 - l. A copy of the Asbestos Project Completion Form (ACP-21).
9. The asbestos abatement contractor shall submit one of the following certifications to the DOB, 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 as part of the asbestos abatement contractor's "Shop Drawings".

ASBESTOS ABATEMENT

- C. It is the asbestos abatement a 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.
- E. The a asbestos abatement contractor will have at all times in his possession and in view at the job site the OSHA regulations 29 CFR 1910.1001, and 1926.1101 Asbestos, and Environmental Protection Agency 40 CFR, Part 61, subpart B: National Emission Standard for asbestos, asbestos stripping, work practices and disposal of asbestos waste. He shall also have 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 a 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 43rd Street (between 5th and 6th Avenue) 4th 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

ASBESTOS ABATEMENT

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, 8th 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

ASBESTOS ABATEMENT

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, 21st 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,

ASBESTOS ABATEMENT

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.
- 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 WPSP.
- 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. Insure 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

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

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 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 the asbestos abatement 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 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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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 system shall NOT be used to remove refuse.
- 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 26 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.

ASBESTOS ABATEMENT

- 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 Factors⁵

Type of Respirator ^{1,2}	Half mask	Full facepiece	Helmet/hood
1. Air-Purifying Respirator	³ 10	50	.....
2. Powered Air-Purifying Respirator (PAPR)	50	1,000	⁴ 25/1,000
3. Supplied-Air Respirator (SAR) or Airline Respirator			
• Demand mode	10	50	.....
• Continuous flow mode	50	1,000	⁴ 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

Notes:

¹Employers 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.

²The 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.

³This APF category includes filtering facepieces, and half masks with elastomeric facepieces.

⁴The 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.

ASBESTOS ABATEMENT

⁵These 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.

ASBESTOS ABATEMENT

- 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 two sets of fresh filters, for use by personnel who are authorized to inspect the worksite. 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.

ASBESTOS ABATEMENT

- 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-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. Respirators, disposable coveralls, head covers and foot covers shall be provided by the asbestos abatement contractor for the Facilities Representative, Construction Project Manager and any other authorized representative who may inspect the Work Area. Provide two respirators and six respirator filter changes per day.

1.17 AIR MONITORING - ASBESTOS ABATEMENT CONTRACTOR

- A. Asbestos abatement contractor shall employ a qualified industrial hygiene laboratory to analyze air samples in accordance with OSHA Regulations, 1926.1101 (Asbestos Standards for Construction) and New York City regulations.
- B. 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).
- C. Industrial hygiene laboratory shall also be a current proficient participant in the NIST/NVLAP Quality Assurance Program for the identification of bulk samples. Laboratory identification number shall be submitted to and approved by the City.

ASBESTOS ABATEMENT

- D. Air monitoring responsibilities for the asbestos abatement contractor's employees, shall be performed by a representative of the industrial hygiene laboratory retained by the asbestos abatement contractor.
- E. Asbestos abatement contractor shall submit to the City all credentials of the designated (as defined in OSHA 1926.1101) and industrial hygiene laboratory representative for approval.
- F. Air monitoring and inspection shall be conducted by the Asbestos abatement contractor's competent person (as defined in OSHA 1926.1101).
- G. Continuous (daily or per shift) monitoring and inspection will include Work Area samples, personnel samples from the breathing zone of a worker to accurately determine the employees' 8-hour TWA (unless Type C respirators are used) and decontamination unit clean room samples.
- H. Work Area samples and employee personnel samples shall be taken using pumps whose flow rates can be determined to an accuracy of +5-percent, at a minimum of two liters per minute. This must be demonstrated at the job site.
- I. Sampling and analysis methods shall be per NIOSH 7400A.
- J. Test Reports:
 - 1. Promptly process and distribute one copy of the test results, to the Commissioner.
 - 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 by facsimile notify the Commissioner within 24 hours of the results of each test, followed by written notification within three days.
- K. 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.
- L. All costs for required air monitoring by the asbestos abatement contractor's competent person shall be borne by the asbestos abatement contractor.
- M. 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.

ASBESTOS ABATEMENT

- N. All samples shall be accompanied by a Chain of Custody Record that shall be submitted to the Construction Project Manager upon completion of analysis.

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:

ASBESTOS ABATEMENT

		Pre-Abatement	During Abatement	Post Abatement
Large Asbestos Projects				
1.	Full Containment	10	5	10
2.	Glovebag inside Tent	5 ^a	5 ^a	5 ^a
3.	Exterior Foam and Vertical Surfaces	-	5 ^c	5 ^d
4.	Interior Foam	10	5 ^c	10 ^d
Small Asbestos Projects				
1.	Full Containment	6	3	6
2.	Glovebag inside Tent	3 ^b	3 ^b	3 ^b
3.	Tent	3 ^b	3 ^b	3 ^b
4.	Exterior Foam and Vertical Surfaces	-	3 ^c	3 ^d
5.	Interior Foam	6	3 ^c	6 ^d
Minor Projects				
1.	Glovebag inside Tent	-	-	1 ^d
2.	Tent	-	-	1 ^d
3.	Exterior Foam and Vertical Surfaces	-	-	1 ^d
4.	Interior Foam	-	-	1 ^d

Notes:

- a. if more than three (3) tents then two (2) samples required per enclosure.
- b. if more than three (3) tents then one (1) sample required per enclosure.
- c. samples shall be taken within the work area(s).
- d. 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.

ASBESTOS ABATEMENT

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:

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS 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. Area air sampling during abatement shall be conducted as specified in the following documents except as restricted or modified herein:
1. Measuring Airborne Asbestos Following an Abatement Action, US EPA document 600/4-85-049 (Nov., 1985);
 2. Guidance for Controlling Asbestos-Containing Materials in Buildings; US EPA Publication 560/5-85- 024 (June, 1984);
 3. Methodology for the Measurement of Airborne Asbestos by Electron Microscopy US EPA Contract No. 68-02- 3266;
 4. Mandatory and non-mandatory Electron Microscopy Methods set forth in 40 CFR Part 763, Subpart E, Appendix A.
 5. NIOSH 7400 method using "A" counting rules
- N. In accordance with the above criteria, area samples (see NYCDEP Asbestos Control Program Regulations) shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM, 25mm cassettes	560 liters	5 to 15 liters/minute
TEM, 25mm cassettes	560 liters	1 to 10 liters/minute
TEM, 37mm cassettes	1,250 liters	1 to 10 liters/minute

ASBESTOS ABATEMENT

- O. 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.
- P. 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.
- Q. For post-abatement monitoring, area samples shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM	1,800 liters	5 to 15 liters/minute
TEM	1,250 liters	1 to 10 liters/minute

ASBESTOS ABATEMENT

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.

R. 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, 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 information into the DEP ARTS database within 24 hours of work area completion to allow the Third Party Air Monitoring Firm to complete and submit the ACP-15 forms for each specific work area.

ASBESTOS ABATEMENT

6. The asbestos abatement contractor shall provide the ACP-20 and ACP-21 forms to the Third Party Air Monitoring Firm within 48 hours of receipt.

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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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. Wire brushes maybe used for cleaning pipe joints within glove-bags upon written approval of the Construction Project Manager.
- 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.

ASBESTOS ABATEMENT

- 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, NECA 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.

ASBESTOS ABATEMENT

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 NEC, 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 (.006") 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.

ASBESTOS ABATEMENT

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 (NYCDOS) 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.

ASBESTOS ABATEMENT

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 (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 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 twelve 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.

ASBESTOS ABATEMENT

- c. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.
- 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.

ASBESTOS ABATEMENT

- (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 tool, 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, 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.
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.

ASBESTOS ABATEMENT

- 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 twelve 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.
- 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.

ASBESTOS ABATEMENT

- (2) 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.

B. 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.

- C. 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 job 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.

ASBESTOS ABATEMENT

- 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-vacuums 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;

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

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

ASBESTOS ABATEMENT

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-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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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 AFDs 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 Areas 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.

ASBESTOS ABATEMENT

- (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.

ASBESTOS ABATEMENT

- (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.

ASBESTOS ABATEMENT

- (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.

ASBESTOS ABATEMENT

- 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

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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.
- D. Removal of ACM from Vertical Exterior Surfaces utilizing NYCDEP Title 15, Chapter 1 §1-109 Abatement from Vertical Exterior Surfaces procedures shall be as follows:

Preparation procedures: This procedure shall apply to the abatement of asbestos-containing materials from vertical exterior surfaces such as, but not limited to caulking or glazing compounds, asphaltic materials or tar, cement siding or shingles (including transite), paints, sealants coping stone caps or clay roof tiles.

- a. The entire surface to be abated and ground-level perimeter shall be considered the work area unless partitions and warning tape are used to define the work area.
- b. A restricted area shall be established using warning tape extending at least 25 feet from the affected areas of the building or to the nearest vertical obstruction or the curb.
- c. The restricted area may be entered only by certified workers or authorized visitors.
- d. Before plasticizing, the restricted area shall be inspected for ACM debris and, if necessary, pre-cleaned using HEPA vacuums and wet methods.
- e. All openings to the building or structure's interior which are within 25 feet of the affected ACM shall be closed and sealed.
- f. Scaffolding erected to access the ACM shall be constructed, maintained, and used in accordance with applicable federal, state, and city laws.
- g. Horizontal surfaces beneath the affected ACM shall be covered with two layers of fire-retardant 6-mil plastic to a width of six feet.
- h. Elevated platforms being used to access the affected ACM shall be plasticized with two layers of fire-retardant 6-mil plastic, which shall extend up from the platform to at least the height of the mid-rail on three sides, and shall be attached directly to the building just below the surfaces under abatement.

ASBESTOS ABATEMENT

- i. The ground-level restricted area shall be cleared of all moveable objects and plasticized with two sheets of fire-retardant 6-mil plastic, which shall be extended one foot up the side of the building. The plasticized area shall be ten feet wide for every floor up to a maximum width of thirty feet, or to the curb. This plastic shall be cleaned, replaced, and disposed of as asbestos waste at the end of each shift.
 - j. Sidewalk bridges in the restricted area shall be covered with two layers of fire retardant 6-mil plastic, placed over and secured to the bridge, spread across the full width, draped over the side to ground level, and extended to a width of at least thirty feet.
 - k. Establish a remote decontamination unit in accordance with Section 3.01 within the restricted area.
 - l. Construct all elevated work platforms a minimum of one foot below the surface to be abated.
 - m. Pre-Removal Inspections
 - (1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Project 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 Project Monitor's approval of the Work Area preparations, removal of ACM may commence.
2. Removal of ACM Materials:
- a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.
 - b. Remove the caulk using hand tools such as knives or scrapers.
 - c. Exercise caution when removing caulking material to prevent damage to windows or skylight openings.

ASBESTOS ABATEMENT

- d. Remove any residual asbestos-containing caulking material from the substrate using wet cleaning methods and nylon-bristled hand brushes. The use of metal bristled brushes is prohibited.
 - e. Place the removed material immediately into a properly labeled 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.
 - f. Following the completion of removal of caulking, all visible residues shall be removed from the substrate.
 - g. Air sampling shall be conducted in compliance with NYC DEP Title 15 Chapter 1, §1-41 Air Sampling Schedule. This sampling shall be performed by the Third Party Air Monitoring Firm.
3. Following Removal of ACM :
- a. The stripped substrate shall be HEPA vacuumed and wet-wiped.
 - b. A visual clearance inspection shall be conducted by the asbestos handler supervisor and project monitor after the work area dries, to ensure the absence of ACM residue or debris in the work area.
 - c. After the inspection is completed, the warning tapes and barriers may be removed.
 - d. The clearance inspection shall be documented in the log and the project air sampling log.
 - e. Air monitoring shall be conducted in accordance with relevant provisions.
 - f. Asbestos abatement contractor shall request and pass a visual inspection performed by the consultant before proceeding to the next step. Documentation of passing this inspection shall be recorded in a daily logbook.
 - g. The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.
 - h. If the Work is accepted by the Third-Party Air Monitor based on the inspection, asbestos abatement contractor shall be notified. Conduct the following activities in accordance with the contract and all applicable laws, codes, rules and regulations:
 - (1) All waste shall be removed from the Work Area and holding areas.

ASBESTOS ABATEMENT

- (2) All tools and equipment are to be removed and decontaminated in the decontamination enclosure system.
- i. If the Work is not approved, the Third-Party Air Monitor will inform Asbestos abatement contractor who will then HEPA-vacuum and/or wet-clean the Work Area. The Third-Party Air Monitor will then perform a subsequent visual observation. This process will continue until the Third-Party Air Monitor accepts the Work Area as clean.
- j. Final Barrier Removal
 - (1) Upon receipt of acceptable observation results, polyethylene sheeting and barrier tape shall be removed and disposed accordingly as ACM.
 - (2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.
 - (3) The Third-Party Air Monitor will conduct final visual inspection. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization. Other Information: Extra time required to clean Work Areas in order to achieve clearance criteria shall not be considered grounds for an extension of time for contract completion.

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.

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

- 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-vacuumping 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.

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

- 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 registered hazardous 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.

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

- 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



030100 CONCRETE RESTORATION

PART 1 - GENERAL

1.01 Related Document

- 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 restoration of concrete spalls and cracks, and other aesthetic and structural restorative treatments to concrete.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples.
- C. Contractor to provide Manufacturer-approved credentials: Prior to pre-installation conference, submit credentials issued by manufacturer of concrete restoration products.
- D. Field Quality Control Test Reports:
 1. Concrete Spall Restoration Bond Strength Test Reports.
 2. Non-Traffic Coating (Finish Coating) Bond Strength Test.
- E. Warranty Prerequisites:
 1. Prior to pre-installation conference, submit the following:
 - a. Warranty letter of intent, and evidence of manufacturer approval.
 - b. Sample warranty and warranted application procedures from manufacturer.
 2. Manufacturer Inspection Reports (On-demand).

1.04 Performance Requirements

- A. Performance of Concrete Spall Restoration: Minimum tensile and bond strength shall be 200 psi.
- B. Performance of Concrete Coatings (Traffic Bearing): Minimum tensile and bond strength shall be 200 psi.
- C. Performance of Concrete Coatings (Non-Traffic Bearing): Minimum tensile and bond strength shall conform to Classification 3B, 4B or 5B per ASTM D 3359.



1.05 Quality Assurance

- A. Comply with the following, except where exceeded by the requirements in this Section:
 - 1. ACI 224 "Cracking."
 - 2. ACI 503 "Adhesives for Concrete."
 - 3. ACI 546 "Repair of Concrete."
- B. Pre-installation Conference: Prior to starting concrete restoration Work, conduct an on-site conference to review the detailed requirements of the Work.
 - 1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, City of New York's Project representative, manufacturer's authorized representative, manufacturer trained installer. Provide seven (7) business days advance notice to attendees.
 - 2. Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Condition of substrate and preparation.
 - f. Proposed equipment.
 - g. Mixing procedures.
 - h. Installation sequence.
 - i. Quantification procedures.
 - j. Curing procedures.
 - k. Mockups.
 - l. Tests and inspections.

1.06 Tests and Inspections

- A. Field Quality Control Testing:
 - 1. Concrete Spall Restoration Tensile and Bond Strength Testing:
 - a. Performance Models: Commissioner will determine three (3) locations for each spall restoration detail, where spall restoration has occurred, to be used as performance models for field testing.
 - b. Testing: Immediately following manufacturer's recommended time period for development of bond, conduct pull tests in accordance with ASTM C 1583 / ASTM C 1583M on each performance model to measure tensile and bond strength of each concrete spall restoration performance model. Arrange for Commissioner and manufacturer's authorized representative to be present at testing, provide five (5) business days' notice.



- c. Test Reports: Reports shall include date of test, location, date concrete spall restoration was installed, test method, and test results.
 - d. Acceptance: Obtain Commissioner's written acceptance of test reports before proceeding with the Work.
2. Concrete Coating Adhesion Testing (Non-Traffic Bearing Surfaces):
- a. Performance Models: Commissioner will determine three (3) locations per 5,000 square foot area for each coating detail where coating application has occurred, to be used as performance models for field testing.
 - b. Testing: Immediately following manufacturer's recommended time period for development of material bond, conduct pull tests in accordance with ASTM D 3359 on each performance model to measure pull-off strength of each concrete coating performance model. Arrange for Commissioner and manufacturer's authorized representative to be present at testing, provide five (5) business days' notice.
 - c. Test Reports: Reports shall include date of test, location, date concrete spall restoration was installed, test method, and test results.
 - d. Acceptance: Obtain Commissioner's written acceptance of test reports before proceeding with the Work.

1.07 Project Conditions

- A. Weather Condition Limitation: Proceed with concrete restoration Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturers' recommendations and warranty requirements.

1.08 Warranty

- A. Product Manufacturer's Warranty:
 - 1. Written form in which manufacturer agrees to furnish concrete restoration products and labor to repair or replace those areas of concrete restoration that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 - 2. Warranty period for coated or sealed concrete repairs: Five (5) Years.
 - 3. Warranty period for protective coatings and sealers: Five (5) Years.
- B. Manufacturer's Inspection and Approval:
 - 1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
 - 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's written approval report stating that the Work complies with the requirements for Warranty.



PART 2 - PRODUCTS

2.01 General

A. Product Source Limitation: Concrete restoration products are intended to be installed as a warranted system. Use only compatible products from the same manufacturer without exception, unless authorized in writing by Commissioner, and approved in advance by manufacturer.

B. Product Callout Abbreviations Key: Concrete coating product callouts (e.g. 2-CB-T) include the following abbreviations:

- 2 2 coats
- 3 3 coats
- 4 4 coats
- A Aggregate Finish
- S Smooth Finish
- T Textured Finish
- CB Crack bridging
- NCB Non-crack bridging
- UV UV resistant
- NUV Not UV resistant

2.02 Repair Mortars

A. Concrete Deck Repair Mortar

1. BASF System:

Bonding Agent:	MasterEmaco P 124	BASF
Repair Mortar:	MasterEmaco T 1060, MasterEmaco T 1061	BASF
2. Sika System:

Repair Mortar:	SikaQuick 1000	Sika
----------------	----------------	------

Note: Prime concrete with scrub coat, per Manufacturer's Recommendations.
3. Sonopatch 100 Sonneborn
4. Or approved equal

B. Structural Concrete Repair Mortar

1. MasterEmaco N 400, MasterEmaco N 400 RS BASF
2. Sikatop 123 Plus Sika
3. Sonopatch 200 Sonneborn



4. Or approved equal

2.03 Bonding Agent and Rebar Coating

A. Bonding Agent

- | | |
|--|--------------|
| 1. MasterEmaco P 124 | BASF |
| 2. Cretelox | ChemMasters |
| 3. Intralok Bonding Agent and Integral Admixture | W.R. Meadows |
| 4. Or approved equal | |

B. Corrosion Resistant Rebar Coating

- | | |
|---|--------|
| 1. MasterProtect P 8100 AP
<u>Quart size containers or smaller. Comply with New York
Department of Environment Conservation regarding VOC
limitations.</u> | BASF |
| 2. Armatec 110 | Sika |
| 3. MCI Coating for Rebar | Cortec |
| 4. Or approved equal | |

2.04 Curing Materials

A. Polyethylene Film

1. 4 mils white opaque polyethylene film.
2. Comply with ASTM C 171.

B. Duct Tape (3" Wide)

- | | |
|---|----------|
| 1. Duct Tape 6969
Silver, 72 mm Wide (for securing polyethylene) | 3M |
| 2. 9mil Shurtape #600 | Shurtape |
| 3. 223 Polyken Black | Polyken |
| 4. Or approved equal | |

2.05 Crack Injection Epoxy and Ports

A. Injection Epoxy Adhesive for Cracks Hairline to 1/4"

- | | |
|----------------------|-----------|
| 1. MasterInject 1500 | BASF |
| 2. Epofil | Sonneborn |



- 3. Sikadur 35 Hi-Mod LV Sika
- 4. Or approved equal

B. Injection Port

- 1. Supplied by manufacturer or pressure injection equipment and as recommended by injection epoxy manufacturer.

2.06 Surface Sealers

A. Concrete Spall Surface Sealer

- 1. For Indoor Applications:
 - a. MasterKure CC 1315 BASF
 - b. Vocomp-20 W.R. Meadows
 - c. Kure N Seal W Sonneborn
 - d. Or approved equal

2.07 Finish (Non-Traffic) Coatings

A. Finish (Non-Traffic) Coating 2-CB-S

- 1. BASF 2-Coat System:
 - Prime Coat: MasterProtect HB 300 SB BASF
 - Top Coat: MasterProtect EL 850 BASF
- 2. Permaflex Sani-Tred
- 3. Enviroseal Degussa Construction Chemicals
- 4. Or approved equal

PART 3 - EXECUTION

3.01 General

- A. Comply with DDC General Conditions.
- B. All concrete restoration work shall be sealed and coated as indicated on drawings, or as otherwise directed by Commissioner.

3.02 Preparation

- A. Final concrete surface preparation for Concrete Repairs (before application of bonding agent):



1. After marking out the repair perimeter and removing the concrete to the extent indicated on drawings, and before applying any bonding agent, prepare the concrete substrate surfaces as follows:
 - a. Follow ICRI Technical Guidelines, in compliance manufacturer's instructions for particular substrate conditions.
 - b. Mechanically remove an additional 1/8" -3/8" from all concrete substrate surfaces, up to the bottom of the sawcut.
 - c. Roughen sawcut surfaces to remove smooth finish.
 - d. Achieve a concrete surface profile (CSP) in the range from ICRI-CSP 5 to ICRI-CSP 10, on all substrate surfaces, unless otherwise specifically indicated by manufacturer.
- B. Concrete Coating Preparation: Perform surface preparation and cleaning, following ICRI Technical Guidelines, in compliance with manufacturer's instructions for particular substrate conditions.
 1. For finish (non-traffic) coatings: ICRI-CSP 2
 2. For traffic coating (e.g. balcony floors, parking decks): ICRI-CSP 6

END OF SECTION 030100



**Department of
Design and
Construction**

Regents Family Residence
Exterior Restoration
FMS No. - HH115REGX

THIS PAGE INTENTIONALLY LEFT BLANK



033000

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 Related Document

- 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 cast-in-place concrete, and related formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishing.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. The contractor shall 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.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. ACI 301 "Specifications for Structural Concrete Buildings."
 - 2. ACI 318 "Building Code Requirements for Reinforced Concrete"
 - 3. ACI 117 "Tolerances for Concrete Construction."

1.05 Tests and Inspections

- A. Field Quality Control Testing: refer to Contract Drawings for the associated required testing.

1.06 Project Conditions

- A. Comply with ACI 306 "Cold Weather Concreting" for cold weather protection.
- B. Comply with ACI 305 "Hot Weather Concreting" for hot weather protection.



PART 2 - PRODUCTS

2.01 Concrete Materials

A. Concrete

1. Comply with the following:
 - a. Portland Cement: ASTM C 150, Type as required.
 - b. Fly Ash: ASTM C 618, Type C or F. Limit use of fly ash in concrete mix design to not exceed 25% of cement content by weight.
 - c. Aggregates:
 - 1) For lightweight concrete: ASTM C 330, except local aggregates of proven durability may be used when accepted in advance in writing by Commissioner.
 - d. Water: ASTM C 94, potable.
 - e. Air Entraining Admixture: ASTM C 260. Use air entraining admixture in all concrete, providing not less than 4% or more than 8% entrained air for concrete exposed to freezing and thawing, and from 2% to 4% for other concrete. No more than 4% to 7% for lightweight fire-rated interior slabs.
 - f. Water Reducing Admixture: ASTM C 494, type as required to suit project conditions.
 - g. Only use admixtures which have been tested and accepted in mix designs, unless otherwise approved in advance in writing by Commissioner.

2.02 Reinforcing Materials

A. Deformed Reinforcing Bars

1. Comply with ASTM A 775, Grade 60, unless otherwise indicated.

B. Welded Wire Fabric

1. Comply with ASTM A 884

2.03 Bonding Agent

A. Bonding Agent

- | | |
|----------------------|--------------|
| 1. MasterEmaco P 124 | BASF |
| 2. Instalok | W.R. Meadows |
| 3. Cretelox | ChemMasters |
| 4. Or approved equal | |

2.04 Concrete Design Mixtures

- #### **A. Provide lightweight concrete design mixture.**



- B. Design mixtures in compliance with Special Inspection requirements including, but not limited to, those indicated on Drawings.
- C. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both.

2.05 Concrete Mixing

- A. Job Site Mixing: Use drum type batch machine mixer, mixing not less than 1 1/2 minutes for one cubic yard or smaller capacity. Increase mixing time at least 15 seconds for each additional cubic yard or fraction thereof.
- B. Ready Mix Concrete: ASTM C 94.

PART 3 - EXECUTION

3.01 Formwork

- A. Provide, erect, shore, brace and maintain formwork to support vertical, lateral, static and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct so that concrete members and structures are of correct size, shape, alignment, elevation and position.
- C. Provide openings in formwork to accommodate Work of other trades.
- D. Clean and adjust forms prior to concrete placement. Apply form release agents or wet forms, as required. Retighten forms during concrete placement if required to eliminate leaks.

3.02 Embedded Items

- A. Place and secure anchorage devices and other embedded items required or adjoining Work that is attached to or supported by cast-in-place concrete. Use setting diagrams, templates and instructions for locating and setting.

3.03 Reinforcement

- A. Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Do not cut or puncture moisture barrier. Repair damage and reseal moisture barrier before placing concrete.

3.04 Joints

- A. Comply with Section 079200 (Joint Sealants).
- B. Provide construction, isolation, and control joints as indicated, and as required to stabilize differential settlement and random cracking.
 - 1. Locate construction joints so as not to impair strength and appearance of structure.



2. Construct joints true to line with faces perpendicular to surface plane of concrete.

3.05 Concrete Placement

- A. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
- B. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

3.06 Concrete Finishing

- A. Unless otherwise noted on Drawings, finish concrete as follows:
 1. Vertical Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.
 2. Horizontal Surfaces:
 - a. General:
 - 1) Comply with ACI 302 "Guide for Concrete Floor and Slab Construction" recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
 - 2) Comply with ASTM E 1155 to establish flatness and levelness as indicated below.
 - b. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, and other bonded applied cementitious finish flooring material.
 - 1) After leveling, while still plastic, roughen surface before final set to produce a profile amplitude of 1/4" in one direction.
 - 2) Plane surface to tolerance for floor flatness (Ff) of 15 and floor levelness (Fl) of 13.
 - 3) Slope surfaces uniformly to drain where required.
 - c. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish; or to slab surfaces to be covered with membrane waterproofing.
 - 1) Plane surface to tolerance for floor flatness (Ff) of 18 and floor levelness (Fl) of 15.
 - d. Trowel Finish: After applying a float finish, apply trowel finish to monolithic slab surfaces that are exposed to view or are to be covered with resilient flooring, paint or other thin film coating.
 - 1) Consolidate concrete surfaces by finish troweling, free of trowel marks, uniform in texture and appearance.
 - 2) Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.



3.07 Concrete Protecting and Curing

- A. Protection: Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.
- B. Curing: Comply with ACI 308 "Standard Practice for Concrete Curing." Do not use membrane curing compound unless approved by Commissioner. Approval will only be considered in areas where concrete is not to receive applied coating or toppings.

END OF SECTION 033000



THIS PAGE INTENTIONALLY LEFT BLANK



034500

PRECAST ARCHITECTURAL CONCRETE

PART 1 - GENERAL

1.01 Related Document

- 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 precast concrete window sills, copings, and other building elements.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Precast Architectural Concrete: Representative of finished exposed face of precast architectural concrete showing the full range of colors and textures indicated, 12" square and of actual thickness.
- C. Pre-construction Test Reports:
 - 1. Anchorage (to Backup) Pull-out Test Reports.
- D. Certification of Concrete Properties: Obtain from manufacturer written certification of concrete properties including compressive strength, air content, and absorption for each type and strength of concrete mixture. Submit no later than fifteen (15) business days prior to manufacturing.
- E. Shop Drawings: For each unit type showing profile, cross sections, reinforcement, exposed faces, typical dimensions, lifting loops, anchorage to structure, and design loads.
- F. Engineering Calculations: Prepared by a professional engineer licensed in the State of New York, indicating that units and accessories (e.g., hardware, anchors, etc.) as indicated on Shop Drawings are of adequate strength and size to resist all code mandated loads without overstress (using a factor of safety of 4), both in completed configuration, and during installation.

1.04 Quality Assurance

- A. Comply with MNL 117 "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products."



1.05 Tests and Inspections

A. Pre-construction Testing:

1. Anchorage (to Backup) Pull-out Testing:

- a. **Performance Models:** Construct performance models of anchorage into existing backup construction. Individual models shall be constructed for each anchor and backup construction configuration required for precast architectural concrete installation, at locations determined by Commissioner.
- b. **Testing:** Perform pull-out tests on each anchorage performance model.
 - 1) Arrange for Commissioner to be present at testing, provide five (5) business days notice.
 - 2) Retest as necessary until satisfactory results are obtained.
- c. **Test Reports:** Reports shall include date of test, location, products used, test method, and test results stating whether anchorage to backup construction complies, or does not comply with load requirements indicated on Shop Drawings, including the applicable factor of safety.
- d. **Acceptance:** Obtain Commissioner's written acceptance of test results before proceeding with precast architectural concrete installation Work.

PART 2 - PRODUCTS

2.01 Precast Architectural Concrete

A. Precast Architectural Concrete

1. Comply with the following:
 - a. **Concrete Materials:**
 - 1) Portland Cement: ASTM C 150 Type I or III (white)
 - 2) Coarse Aggregate: Granite, quartz, or limestone
 - 3) Fine Aggregate: ASTM C 33 manufactured sand unless otherwise specified
 - 4) Color: Inorganic iron oxide pigment
 - 5) Water: Potable
 - 6) Concrete strength (f 'c) per ASTM C 1194 shall be minimum 6000 psi.
 - 7) Absorption per ASTM C 1195 maximum 6%
 - 8) Air Content per ASTM C 173 between 4% and 6%.
 - b. **Reinforcement:** Reinforce as required for safe handling and structural stress. Minimum coverage 2" for bars 5/8" or larger and 1 1/2" for smaller bars.
 - c. **Hoisting Loops:** Provide stainless steel hoisting loops for precast architectural concrete units too large to be handled manually. Loops shall be cast integrally with the unit, and shall not penetrate any exposed surface of any unit.



2. Acceptable Manufacturers: Following is a list of acceptable manufacturers of precast architectural concrete products:
 - a. Architectural Molded Composites, Inc
 - b. MJM Studios
 - c. Essex Works
 - d. Towne House Restorations
 - e. Artistic Architecture Corp
 - f. David Finlay
 - g. David Kucera, Inc
 - h. Or approved equal

2.02 Reinforcing

A. Deformed Steel Reinforcing Bars (Epoxy Coated)

1. Comply with ASTM A 775

B. Welded Wire Fabric (Epoxy Coated)

1. Comply with ASTM A 884

2.03 Mortar

- A. Comply with Section 040513 (Masonry Mortar).

2.04 Anchors and Accessories

A. Dowel

1. HB 406 Stone Anchor Hohmann & Barnard
Comply with AISI 302/304 for stainless steel
2. DA 870 Dur-O-Wal
Comply with AISI 302/304 for stainless steel
3. #155 Dowel Heckman Building Products
Comply with AISI 302/304 for stainless steel
4. Or approved equal

B. Anchoring Compound

1. Comply with Section 040519 (Masonry Anchorage and Reinforcing).

C. Plastic Bearing Shim

1. #185-P Heckmann Building Products,
Inc.
Non-staining molded from copolymer plastic with
high compressive strength



2. CRL Plastic Bearing Shimstrip
3. Shimmers
4. Or approved equal

C.R. Laurence Co., Inc.
JVI

PART 3 - EXECUTION

3.01 Removal of Existing Terra Cotta Units

- A. Comply with Section 024119 (Selective Demolition).
- B. Support and protect remaining construction formerly supported by removed units.
- C. Remove mortar, loose particles and debris from existing masonry surrounding units, in preparation for replacement.

3.02 Installation of Precast Architectural Concrete Units

- A. Prepare existing construction by installing flashing, and embedded accessories, where indicated on Drawings.
- B. Lift precast architectural concrete units with suitable lifting devices at points provided by the manufacturer, and set level, plumb, square and true within the allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability and alignment as units are being permanently connected.
- C. Install and connect precast architectural concrete units as shown on Drawings and on approved Shop Drawings.
- D. Tool exposed mortar joints to match surrounding mortar joints.
- E. Seal vertical and top horizontal joints. Sealant color to match precast concrete, unless otherwise indicated.

END OF SECTION 034500



040120

UNIT MASONRY RESTORATION

PART 1 - GENERAL

1.01 Related Document

- 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 brick masonry unit removal and replacement, parging, and repointing of mortar joints.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Brick: For each type of brick to be incorporated in the Work. Sample sets should be in the form of straps or panels containing not less than 4 units.
- C. Product Test Reports:
 - 1. Brick Test Reports (On-demand).

1.04 Quality Assurance

- A. Comply with ACI 530.1/ASCE 6/TMS 602 "Building Code Requirements for Masonry Structures."

1.05 Tests and Inspections

- A. Product Testing:
 - 1. Brick Testing: Comply on-demand by Commissioner:
 - a. Test Specimens: Provide test specimen of the brick masonry units.
 - b. Testing: Test each type and grade of brick per ASTM C 67. If coefficient of variation of compression samples tested exceeds 12%, obtain compressive strengths by multiplying average compressive strengths by $(1 - 1.5) \times [(0.01 \times \text{coefficient of variation}) - 0.12]$.
 - c. Test Reports: Reports shall include date of test, products used, test method, and test results.



PART 2 - PRODUCTS

2.01 Brick

A. Brick

1. Face Brick (Unglazed): Comply with ASTM C 216.
 - a. Solid brick units (less than 25% core area) with face to fit condition indicated for common bond, headers, coining, lintels, arches, corners, and other special ground, cut, or sawed shapes where required to complete masonry restoration Work.
 - b. Provide uncured units with all exposed surfaces finished, for sills, caps and similar applications resulting in exposure of brick surfaces which otherwise would be concealed from view.
 - c. Size to be determined as an average measurement of the existing brick in each of the brick's dimensions.
 - d. Type: FBS.
 - e. Grade: SW (severe weathering)
 - f. Compressive Strength: 6000 psi
2. Concealed Brick: Comply with ASTM C 62.
 - a. Solid brick units of the same unit dimensions as face brick.
 - b. Grade:
 - 1) Brick Concealed Below Grade: Grade SW.
 - 2) Brick Concealed in Inner Wythe or Interior of Wall: Grade MW.
 - c. Other properties shall be compatible with face brick.

2.02 Concrete Masonry Units (CMU)

A. CMU

1. Load Bearing CMU: ASTM C 90.
 - a. Size shall be manufacturer's standard units with nominal face dimensions of 16" long x 8" high (15 5/8" x 7 5/8" actual) x thicknesses indicated.
 - b. Hollow Units: Minimum thickness of face shells and webs as required for each nominal width of units manufactured.
 - c. Solid Units: Having minimum 75% solid of cross section area.
 - d. Type I moisture controlled units.
 - e. Weight Classification: Normal weight.
 - f. Compressive Strength: 1700 psi in accordance with ASTM C 140.
 - g. Maximum Water Absorption:
 - 1) Normal Weight (\geq 125 lb/cf): 13%
2. Non-load Bearing CMU: ASTM C 129.



2.03 Pourable Grouts

- A. Pourable Grout (Fine)
 - 1. Comply with ASTM C 476.
- B. Pourable Grout (Course)
 - 1. Comply with ASTM C 476.

2.04 Anchorage

- A. Comply with Section 040519 (Masonry Anchorage and Reinforcing).

2.05 Mortar

- A. Comply with Section 040513 (Masonry Mortar).

2.06 Masonry Accessories

A. Compressible Filler

- 1. NS-Closed Cell Neoprene Sponge Hohmann & Barnard
- 2. DA 2010 Rapid Soft Joint Dur-O-Wal
- 3. Ceramar W.R. Meadows
- 4. Or approved equal

B. Expansion Joint Filler

- 1. NS-Closed Cell Neoprene Sponge Hohmann & Barnard
- 2. DA 2010 Rapid Expansion Joint Dur-O-Wal
- 3. Ceramar W.R. Meadows
- 4. Or approved equal

C. Weep Slot

- 1. QV Quadro-Vent Hohmann & Barnard
- 2. DA 1006 Cell Vent Weep Hole Ventilator Dur-O-Wal
- 3. Mortar Maze Weep Vent Advanced Building Products
- 4. Or approved equal



PART 3 - EXECUTION

3.01 Removal and Replacement of Masonry Units

- A. Removal:
 - 1. Comply with Section 024119 (Selective Demolition) for masonry unit removal.
- B. Preparation: Brush, vacuum or rinse masonry units and surrounding masonry to remove dust, dirt and loose debris. Allow to dry before proceeding unless pre-wetting is required below. Do not use wire brush or implements that mark or damage exposed surfaces.
- C. Pre-wetting High Absorption Brick Masonry:
 - 1. Wet high absorption brick units and surrounding masonry before laying.
 - 2. Allow units to absorb water so they are damp, but not wet (dry on the surface) at time of laying.
- D. Bonding and Coursing Pattern:
 - 1. Set masonry units in the bond pattern indicated, or if none is indicated, in running bond.
 - 2. Where rebuilding existing construction, match and fit replacement units into existing bonding and coursing pattern; maintain joint width to match existing.
 - 3. Bond wythes of composite masonry together using bonding system shown on Drawings.
 - 4. Do not traverse existing expansion joints with rebuilt masonry construction.
- E. Fitting and Cutting:
 - 1. Cut exposed masonry units, where necessary, in a manner to produce clean, sharp unchipped edges. Avoid the use (by proper layout) of less than half size units.
 - 2. Build other Work into masonry Work as shown on Drawings, fitting masonry units around other Work.
- F. Mortar Bedding:
 - 1. Lay solid units as follows:
 - a. Fully bed unit in mortar.
 - b. Butter ends of units with sufficient mortar to completely fill head joints and shove into place.
 - c. Do not deeply furrow bed joints or slush head joints.
 - 2. Lay hollow units as follows:
 - a. Fully bed face shells in mortar.
 - b. Fully bed webs in mortar in all courses in piers, columns, pilasters, and in grouted walls (including starting course).
 - c. Fully bed entire units including areas under cells at starting course on footings where cells are not grouted.
 - d. Butter ends of units with sufficient mortar to fill head joints and shove into place.



3. Fill collar joints between wythes in solid composite walls, unless otherwise shown on Drawings:
 - a. Where accessible from above, after each course is laid, fill the vertical, longitudinal collar joint between wythes solidly with mortar.
 - b. Where not accessible from above, solidly fill collar joints by parging face of wythe already in place and shoving units of other wythe into place.
 4. Keep wall cavities clean of mortar droppings.
- G. Jointing:
1. Do not mortar joints where other joint treatment is indicated on Drawings (e.g., sealant joints).
 2. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated. For glazed units, use a non-metallic jointer.
 3. Cut joints flush for masonry walls to receive plaster, parging, or other direct-applied finishes (other than paint), unless otherwise indicated.
- H. Curing: Cure mortar by maintaining in a damp condition for not less than 72 hours.

3.02 Anchorage

- A. Anchoring to Structural Members:
1. Anchor masonry to structural members where masonry abuts or faces new or existing structural members.
 2. Provide an open space not less than 1 inch in width between masonry and structural member, unless otherwise indicated.
- B. Wall Ties and Anchors:
1. Install wall ties and anchors as shown on Drawings.
 2. Install additional ties within 12 inches of openings and space not more than 36 inches apart around perimeter of openings.
 3. At intersecting and abutting walls, install ties at no more than 24 inches o.c. vertically.

3.03 Reinforcing

- A. Place reinforcement accurately spaced and at locations shown on Drawings, secured against displacement, and spliced by lapping, unless otherwise indicated, per ACI 530.
- B. Provide temporary formwork and shores as required for support of reinforced masonry elements.

3.04 Parging

- A. Where required, parge cavity wall face of backup wythe in a single coat approximately 3/8 inch thick. Trowel face of parge coat smooth.



3.05 Repointing

- A. Removal of Existing Mortar Joint: Comply with Section 024119 (Selective Demolition).
- B. Preparation: Brush, vacuum or rinse joint substrates to remove dust, dirt and loose debris. Allow to dry before proceeding unless pre-wetting is required below. Do not use wire brush or implements that mark or damage exposed surfaces.
- C. Pre-wetting High Absorption Brick Masonry:
 - 1. Do not pre-wet concrete masonry units (CMU).
 - 2. Wet high absorption brick units and surrounding masonry before laying.
 - 3. Allow masonry to absorb water and become damp, but not wet (dry on the surface) at time of pointing.
- D. Pointing (For Filling Prepared Mortar Joints):
 - 1. Apply first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas until a uniform depth is formed.
 - 2. Apply mortar in lifts (layers) not greater than 1/4", unless otherwise shown on Drawings.
 - 3. Fully compact the mortar in each layer and allow to become thumbprint hard before applying the next layer.
- E. Tooling:
 - 1. Remove mortar fins and smears before tooling joints.
 - 2. Fully compact mortar. Where existing masonry has rounded edges recess mortar slightly from face. Do not spread mortar over edges onto exposed masonry surfaces. Do not feather edge mortar.
 - 3. When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. For glazed units, use a non-metallic jointer. Remove excess mortar from edge of joint by brushing.
 - 4. Stipple joints lightly with a soft bristle brush to expose aggregate, if necessary to match appearance of original mortar.
- F. Curing: Cure mortar by maintaining in a damp condition for not less than 72 hours.

3.06 Protection

- A. Protect newly laid masonry from exposure to precipitation, excessive drying, freezing, soiling, backfill and other harmful elements.
- B. Hot Weather Requirements: Comply with hot weather construction requirements per ACI 530.1/ASCE 6/TMS 602.

3.07 Cleanup

- A. After mortar is thoroughly set and cured, remove matter accumulated during construction and wash down masonry as follows:



1. Remove large mortar particles by hand with wooden paddles and non metallic scrap hoes or chisels.
2. Wash Down:
 - a. Test wash down methods on sample panels before proceeding with wash down of masonry surfaces.
 - b. Wash down brick masonry in accordance with: Brick Industry Association Technical Notes on Brick Construction, No.20, June 2006, "Cleaning New Masonry: Bucket and Brush Hand Cleaning"

END OF SECTION 040120



THIS PAGE INTENTIONALLY LEFT BLANK



040122 MASONRY CLEANING

PART 1 - GENERAL

1.01 Related Document

- 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 coating removal of exterior masonry surfaces such as brick, terra cotta, and granite to remove organic and inorganic contaminants and existing coating from the surface and return masonry to a natural color.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Contractor to provide Manufacturer-approved credentials: Prior to pre-installation conference, submit credentials issued by manufacturer of masonry cleaning products.
- C. Documentation of Cleaning Mockups: Documentation of products and procedures used in cleaning mockups.
- D. Cleaning Application Log (On-demand).

1.04 Quality Assurance

- A. Comply with the following, except where modified by this Section:
 - 1. National Park Service Technical Preservation Services Division "Keeping It Clean: Removing Exterior Dirt, Paint, Stains, and Graffiti from Historic Masonry Buildings"
 - 2. The Brick Industry Association "Technical Note 20: Cleaning Brickwork"
- B. Pre-installation Conference: Prior to starting Work, conduct an on-site conference in accordance with DDC General Conditions to review the detailed requirements of the Work.
 - 1. Masonry Cleaning Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Project construction schedule.
 - c. Weather conditions.
 - d. Cleaning sequence.
 - e. Mockups.



1.05 Mockups

- A. Comply with mockup requirements indicated on Drawings, and in DDC General Conditions, and the following:
 - 1. Notification: Notify Commissioner and manufacturer's representative in writing, five (5) business days prior to cleaning mockups. Commissioner and manufacturer's authorized representative will be present during mockup to define cleaning parameters appropriate for specific applications.
 - 2. Prepare mockups of cleaning for each type of masonry and surface condition to set quality standards for materials and execution.
 - 3. Use the same equipment for mockups that will be used for the overall cleaning Work.
 - 4. Document the exact cleaning procedures used for each mockup.
 - 5. Allow a waiting period of not less than seven days after completion of sample cleaning to permit evaluation by Commissioner and manufacturer's authorized representative.
 - 6. Approved mockup can stand as reference panel, or prepare additional reference panel as required by the Commissioner following approved mockup procedures.

1.06 Cleaning Application Log

- A. Prepare and maintain a daily log of all cleaning applications, recording the following:
 - 1. Restoration assembly code.
 - 2. Date of application.
 - 3. Location of application.
 - 4. Weather and temperature.
 - 5. pH readings on the surface of the masonry before cleaning
 - 6. pH readings on the surface of the masonry after rinsing.

1.07 Project Conditions

- A. Weather Limitations: Proceed only when existing and forecasted weather conditions permit masonry cleaning work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Clean masonry surfaces only when air temperature is 40 degrees F and above and is predicted to remain so for at least seven days after completion of cleaning.

PART 2 - PRODUCTS

2.01 General

- A. Water: Water used in cleaning operations shall be clean, potable, and free of amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be harmful to mortar, masonry units, or any metal in the walls.



2.02 Water Washing

A. Low Pressure Wash

1. Pressure washer made of non-corrosive materials and fitted with stainless steel or brass fan-shaped tip of not less than 15 degree angle.
2. Water pressure shall be as indicated on drawings or 400 psi where not indicated. Washer shall contain a pressure value displaying dial or digital readout of current pressure.
3. Flow rate for rinsing should be as indicated, or 3 gpm where not indicated.
4. Where pressures of less than 50 psi, and flow rates of less than 3 gpm are indicated, use of building's normal water pressure, without pressure washer, is acceptable provided that hose fittings are of brass or stainless steel.
5. For heated water spray application, provide equipment capable of maintaining temperature, at flow rates indicated.

2.03 Chemical Paint Removers

A. Solvent-based Paint Remover (pH Neutral)

- | | |
|---|-----------------------------|
| 1. Enviro Klean SafStrip 8
with Enviro Klean OverCoat | ProSoCo, Inc. |
| 2. Enviro Klean Safety Peel 1
with Enviro Klean OverCoat | ProSoCo, Inc. |
| 3. Smart Strip
with Dumond Laminated Paper | ProSoCo, Inc. |
| 4. EnvireStrip Environmental Paint Remover | Dumond Chemicals |
| 5. Or approved equal | Dumond Chemicals |
| | Diedrich Technologies, Inc. |

2.04 Accessories

A. Natural Bristle Brush

1. Natural bristle, soft-fibered masonry washing brushes.

B. Waterproof Masking Tape

1. As required to withstand water pressures and resist chemicals involved in cleaning process. Should be lasting but non-defacing and easily removed.

PART 3 - EXECUTION

3.01 General

- A. Masonry surfaces shall be evenly cleaned of indicated soiling with no evidence of streaking or bleaching or unnatural color variations.



- B. At any one time, only clean an area of a size that allows for the effective and full execution of cleaning procedure on that area.
- C. Do not allow masonry surface to dry during cleaning procedures.

3.02 Protection

- A. Protect general public and surrounding and adjacent surfaces, structures, property, automobiles, vegetation, and any other objects that would be adversely affected from contact with chemical cleaning agents, rinse water, or wind-carried chemical cleaners and water.
- B. Contain, collect and dispose of run-off from cleaning operations in a safe manner in accordance with manufacturer recommendations, and in accordance with New York City Building Code rules and requirements.
- C. Make water-tight all areas of potential water infiltration and penetration into building interiors.

3.03 Preparation

- A. Ventilate as necessary to prevent fume buildup. Protect all windows, air intakes and exterior air condition vents from fume penetration during and following applications as needed.
- B. Protect any surface not intended to receive chemical cleaners, and adjacent masonry to be cleaned with different methods. Mask all glass, metal, and polycarbonate, and other materials which could sustain damage from cleaning agents.
- C. Remove loose foreign materials such as vines, bird nests, stalactite deposits, and heavy accumulations of dirt from surfaces required to be cleaned.
- D. Dry brush any areas with loose dirt or soil, or extreme dirt build-up, to remove as much as possible.

3.04 Pressure Washing

- A. Perform pressure washing from the bottom of cleaning area to the top, and down again covering each section of the surface.
- B. Maintain approved working distance and pressure. Avoid concentrating spray stream by using a continuous, uniform sweeping motion.

3.05 Paint Removal

- A. Remove paint from masonry following procedures approved in mockups. Prepare a test area on each type of surface and paint coating prior to full application to determine the proper thickness of the remover, dwell time and subsequent applications required.
- B. Paint shall be removed by chemical removal gels where indicated on the project drawings. Power sanders, rotary tools and wire wheels are not permitted.



- C. Remove loose paint coatings prior to application of chemical removal gels as loose coating layers will reduce effectiveness of chemical.
- D. Thoroughly rinse to remove residue using low pressure wash. Follow pressure washing procedures per Section 3.04.
- E. Repeat paint removal procedures until all paint coatings are removed, or as directed by Commissioner.

END OF SECTION 040122



THIS PAGE INTENTIONALLY LEFT BLANK



040130 TERRA COTTA RESTORATION

PART 1 - GENERAL

1.01 Related Document

- 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 terra cotta crack repair, glaze repair, and coating.
- B. Related Sections:
 - 1. 024119 (Selective Demolition).
 - 2. 040513 (Masonry Mortar).
 - 3. 040519 (Masonry Anchorage and Reinforcing).
 - 4. 079200 (Joint Sealants).

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Patching Compound: For each type and color of patching compound to be incorporated in the Work. Samples shall be fully cured.
 - 2. Coating Materials: For each coating type, color and combination to be incorporated in the Work. Samples shall be fully cured, minimum 4" square; label each coat.
- C. Contractor to provide Manufacturer-approved Credentials: Prior to pre-installation conference, submit credentials issued by manufacturer of terra cotta restoration products.
- D. Warranty Prerequisites:
 - 1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports (On-demand).

1.04 Quality Assurance

- A. Comply with the following for restoration of existing terra cotta units.
 - 1. NPS Preservation Brief 7 "The Preservation of Historic Glazed Architectural Terra Cotta" by de Teel Patterson Tiller



- B. Pre-installation Conference: Prior to starting terra cotta restoration Work, conduct an on-site conference to review the detailed requirements of the Work.
1. Attendees shall include Contractor's Project manager, Commissioner, manufacturer's authorized representative, installer who has been properly trained by manufacturer. Provide seven (7) business days advance notice to attendees.
 2. Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Surface preparation / proposed demolition equipment.
 - f. Mixing procedures.
 - g. Installation sequence.
 - h. Curing procedures.
 - i. Mockups.
 - j. Tests and inspections.
 - k. Quantification procedures.

1.05 Project Conditions

- A. Weather Conditions: Proceed with restoration Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturers' recommendations and warranty requirements.
- B. Cold Weather: Perform work in accordance with ACI 530.1 (current edition).
- C. Hot Weather: Perform work in accordance with ACI 530.1 (current edition).
- D. At end of working day, or during rainy weather, cover masonry work exposed to weather with waterproof coverage and securely anchor as necessary.
- E. Protection: Adequately protect and do not damage exist construction to remain.

1.06 Warranty

- A. Terra Cotta Restoration Products Manufacturer's Warranty: Written form in which manufacturer agrees to furnish terra cotta restoration products to repair or replace those that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 1. Warranty Period: Ten (10) Years, No Dollar Limit (NDL).
 2. Products covered under the Warranty include:
 - a. Micro Injection Grout
 - b. Crack and Void Injection Grout



c. Patching Compound

B. Manufacturer's Inspection and Approval:

1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until each inspection is completed with written acceptance by manufacturer's authorized representative.
2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's written approval stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 Injection Grouts

A. Product Callout Abbreviations Key: Injection grout callouts (e.g. Micro-Injection Grout (Hairline to 3/16"):H) include the following abbreviations:

- H..... For Hard Stone Applications
S..... For Soft and Historic Stone Applications

B. Micro Injection Grout (Hairline to 3/16"): S

- | | |
|--------------------|--------------------------------|
| 1. Jahn M30 #32 | Cathedral Stone Products, Inc. |
| 2. Pump-X53iL | Edison Coatings, Inc. |
| 3. Injection Grout | Conproco |

C. Crack and Void Injection Grout (3/16" and up)

- | | |
|---|--------------------------------|
| 1. Jahn M40 Crack and Void Injection Grout | Cathedral Stone Products, Inc. |
| 2. Pump-X53i | Edison Coatings, Inc. |
| 3. Pump-X53 | Edison Coatings, Inc. |
| Two-component, latex-modified, lime-cement mortar for filling cavities and voids. | |
| 4. Pump-X53iE | Edison Coatings, Inc. |
| 5. Expanding grout, not suitable for historic or low-strength masonry. | |
| 6. Injection Grout | Conproco |

2.02 Repair Coatings

A. Product Callout Abbreviations Key: Patching compound callouts (e.g. Repair Coating: SC) include the following abbreviations:

- SC Spall and Crack Repair

B. Repair Coating: SC



1. MasonRE Terra Cotta Glaze Repair System
Base Coat: MasonRE Mineral Coating
Color(s): Match Existing
Top Coat: MasonRE TerraCoat Glaze Repair
Sheen: (Semi-Gloss/High Gloss) Cathedral Stone Products,
Inc.
2. Aquathane UA 210 System Edison Coatings, Inc.
Primer Coat: #240 Primer
Top Coat: Aquathane UA 210 (Type E)
OR
2 Coats: Aquathane UA 210 (Type E) with Type G
bonding additive
Color(s): Match Existing
Sheen: (Flat/Satin/ Gloss)
3. Aura Low Luster 634 or Semi-gloss 632 or Flat 625 Benjamin Moore
4. Or approved equal

2.03 Patching and Anchoring Compounds

A. Patching Compound

1. Custom System 45 Type TC Edison Coatings, Inc.
Minimum patch depth: 1/4"
2. Thin-Fill 55 Reprofiling Mortar Edison Coatings, Inc.
For thin-section patches 1/32" to 1/4" depth
3. M100 Jahn Restoration Mortar Cathedral Stone Products,
Inc.
4. Restauro Grund + Restauro Top Keim Farben Products
5. Matrix Conproco
6. Or approved equal

2.04 Mortar

- A. Comply with Section 040513 (Masonry Mortar).

2.05 Joint Sealants

- A. Comply with Section 079200 (Joint Sealants).

2.06 Crack Sealer

A. Temporary Non-staining Crack Sealer

1. Comply with manufacturer's recommendation for temporary non-staining crack sealer.



2.07 Accessories

A. Injection Ports (HDP)

As recommended by injection grout manufacturer.

B. Dispensing Needles & Syringes

As recommended by injection grout manufacturer.

PART 3 - EXECUTION

3.01 Terra Cotta Crack Repair

- A. Refer to Drawings for details and extent of terra cotta crack repairs.
- B. Follow manufacturer guidelines for preparation and application of Injection Grout.
- C. Immediately clean grout overflow, and remove temporary non-staining crack sealer.
- D. Apply patching mortar in crack or routed area and finish to match adjoining surface.

3.02 Repointing

- A. Removal of Existing Mortar Joint: Comply with Section 024119 (Selective Demolition).
- B. Comply with Contract Documents for repointing mortar joints.

3.03 Coatings

- A. Apply coating(s) according to manufacturer's recommendations. Allow required cure time for patch materials prior to coating.
- B. Apply coating(s) to repairs to match adjoining terra cotta surface or entire unit as indicated on the drawings.

3.04 Protection

- A. Protect existing terra cotta during construction as follows:
 - 1. Cover tops of walls with non-staining, waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress. Extend cover a minimum of 24 inches down both sides and hold securely in place.
 - 2. Prevent staining of terra cotta from mortar, grout, sealants, and other sources. Immediately remove such materials without damaging terra cotta.
 - 3. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on ground and over wall surface.
 - 4. Protect sill, ledges, and projections from mortar and sealant droppings.



3.05 Cleanup

- A. After mortar is thoroughly set and cured, remove matter accumulated during construction and wash down masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and non-metallic scrap hoes or chisels.
 - 2. Wash Down:
 - a. Test wash down methods on sample panels before proceeding with wash down of masonry surfaces.
 - b. Wash down terra cotta masonry in accordance with National Park Service Preservation Brief #1 "Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings" by Robert C. Mack, FAIA, Anne Grimmer, 2000. Do not use wire brushes, steel wool, acid or alkali cleaning agents, cleaning compounds with caustic or harsh fillers, or other materials or methods that could damage terra cotta masonry.

END OF SECTION 040130



040513

MASONRY MORTAR

PART 1 - GENERAL

1.01 Related Document

- 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 masonry mortar materials.

1.03 Submittals

- A. Product Data Sheets: For each product specified in Part 2 - Products.
- B. Mix Design:
 - 1. Pre-blended (Pre-bagged with Aggregates) mortars: Manufacturer shall provide material certificates including description of mortar type indicating proportion or property specification, and conformance with ASTM C270 and ASTM C1714.
- C. Samples:
 - 1. Scuffed Mortar (showing exposed aggregate): For each mortar expected to be incorporated in the Work. Samples shall be fully cured and scuffed (showing exposing aggregate), 6 inch long x 1/2 inch wide strips set in aluminum or plastic channels.
 - 2. Tooled-only Mortar: For each mortar expected to be incorporated in the Work. Samples shall be fully cured and tooled-only (unscuffed), 6" long x 1/2" wide, set in aluminum or plastic channels.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. Brick Institute of America (BIA)
 - 2. National Concrete Masonry Association (NCMA)

1.05 Tests and Inspections

- A. Field Quality Control: refer to Contract Drawings for the associated required testing.

1.06 Project Conditions

- A. Cold Weather Protection:



1. Provide protection when ambient air temperature is below 40° F, or is expected to fall below 40° F within 48 hours after completion of Work, as follows:
 - a. 40° F to 32° F:
 - 1) Heat sand or mixing water to produce mortar temperatures between 40° F and 120° F.
 - 2) Protect from rain or snow; completely cover with weather-resistive membrane for 24 hours.
 - b. 32° F and Below: No Work permitted.
2. Do not lower freezing point of mortar by use of antifreeze, calcium chloride, or other additives.

PART 2 - PRODUCTS

2.01 General

- A. Refer to Drawings for color and texture of exposed mortars.
- B. Pigmented Portland cement-lime should be used to achieve the required color in exposed mortars.
- C. Use aggregates (sand) that match color and grain size of original aggregates as closely as possible.
- D. All mortars specified shall comply with ASTM C 270, type as indicated.
- E. Mortar components shall comply with the following:
 1. Portland cement: ASTM C 150, Type I or Type II; gray or non-staining white. Portland cement for use with limestone shall contain no more than 0.60 percent total alkali when tested according to ASTM C 114.
 2. Hydrated Lime: ASTM C 207, Type S
 3. Aggregates (for mortar): ASTM C 144
 4. Coloring Agent (Pigments): Alkali stable as approved by in writing by Commissioner.
 5. Admixtures: None, unless approved in writing by Commissioner.
 6. Water: Potable

2.02 Mortar

A. Mortar: ASTM C 270 Type N

1. Pre-blended colored Portland cement and hydrated lime mix, aggregates added in field
 - a. PLC and Color: Color Portland Lime Cement Glen Gery
Mortar (Type N)
 - b. PLC and Color: Pre-blended Portland Lime Lehigh Portland Cement Co.
Cement Color (Type N)



THIS PAGE INTENTIONALLY LEFT BLANK



040519

MASONRY ANCHORAGE AND REINFORCING

PART 1 – GENERAL

1.01 Related Document

- 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 anchors and fastening systems for masonry.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Anchors and Fasteners: For each type to be incorporated in the Work.
- C. Pre-construction Test Reports:
 - 1. Anchorage Pull-out Test Reports.

1.04 Tests and Inspections

- A. Pre-construction Testing:
 - 1. Anchorage Pull-out Testing:
 - a. Performance Models: Construct performance models of anchorage into existing substrate material. Individual models shall be constructed for each anchor and substrate material configuration required for the Work, at locations determined by Commissioner.
 - b. Testing shall be performed at three (3) locations per project, per anchor type, subject to verification of substrate quality. In cases where a project includes more than one building, testing shall be performed at three (3) locations per building, per anchor type. Test in accordance with ASTM E488.
 - c. Testing: Perform pull-out tests on each anchorage performance model.
 - 1) Arrange for Commissioner to be present at testing, provide five (5) business days' notice.
 - 2) Retest as necessary until satisfactory results are obtained.
 - d. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether anchorage complies, or does not comply



with the manufacturer's listed allowable load capacity, times a factor of safety of 4, for the applicable substrate material.

- e. Acceptance: Obtain Commissioner's written acceptance of test results before proceeding with installation Work.

PART 2 - PRODUCTS

2.01 General

- A. Product Source Limitation: Where products are intended to be installed as a system (warranted or otherwise) use only compatible products from the same manufacturer without exception, unless authorized in writing by Commissioner and, for warranted systems, approved in advance by manufacturer.
- B. Components of anchoring systems shall be stainless steel conforming to ASTM A276, ASTM A 493 or ASTM F 593 with chemical composition of either AISI 304 or AISI 316, as indicated on Drawings.
 - 1. Stainless steel wedges shall be of the same material grade as the bolts or superior.
 - 2. Stainless steel nuts shall conform to ASTM F 594 and be of the same material grade as the bolts or superior. Nuts shall be furnished with the bolt and meet the dimensional requirements of ANSI to conform to the bolt.
 - 3. Washers shall conform to ASTM A 240 and be also of the same material grade as the bolts.
- C. Where low temperature limits are listed for products, the listed value refers to minimum air and surface temperature at time of application and for a period required by manufacturer.

2.02 Expansion Anchors

A. Expansion Anchor

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Kwik Bolt Tension Zone (KB-TZ)
Stainless steel 2. Power-Stud+ SD4 Expansion Anchor
Stainless steel 3. Trubolt+ Anchor
Stainless steel 4. Strong Bolt 2
Stainless steel 5. Or approved equal | <ul style="list-style-type: none"> Hilti Powers Fasteners ITW Red Head Simpson Strong-Tie |
|--|---|



2.03 Adhesive Anchorage Systems

A. Epoxy Adhesive

For Concrete Substrates:

- | | |
|--|--------------------|
| 1. HIT-HY 200 Injection Adhesive
Low temperature limit: 14° F | Hilti |
| 2. AC100+ Gold
Low temperature limit: 14° F | Powers Fasteners |
| 3. AT-XP Anchoring Adhesive
Low temperature limit: 14° F | Simpson Strong-Tie |
| 4. Or approved equal | |

For Brick Substrates:

- | | |
|---|--------------------|
| 1. HIT-HY 70 Injection Adhesive
Low temperature limit: 41° F | Hilti |
| 2. AC100+ Gold
Lower temperature limit: 14° F | Powers Fasteners |
| 3. AT Anchoring Adhesive
Low temperature limit: 0° F | Simpson Strong-Tie |
| 4. Or approved equal | |

B. Threaded Rod w/ Nut and Washer

- | | |
|--|--------------------|
| 1. HAS-R Anchor Rod
Stainless steel | Hilti |
| 2. Chisel Pointed Rod
Stainless steel | Powers Fasteners |
| 3. Threaded Rod
Stainless steel | Simpson Strong-Tie |
| 4. Or approved equal | |

C. Threaded Rod

- | | |
|--|--------------------|
| 5. HAS-R Anchor Rod
Stainless steel | Hilti |
| 6. Chisel Pointed Rod
Stainless steel | Powers Fasteners |
| 7. Threaded Rod
Stainless steel | Simpson Strong-Tie |
| 8. Or approved equal | |

D. Umbrella Insert

- | | |
|---------------------------|--------------|
| 9. HBU-38 Umbrella Insert | ITW Red Head |
|---------------------------|--------------|



2.04 Veneer Anchoring Systems

A. Veneer Anchor (To Masonry)

1. Tie: HB-345-SV
12-gauge; stainless steel Hohmann & Barnard
Pencil Rod: Pencil Rod
9-gauge; stainless steel Hohmann & Barnard
Expansion Anchor: HB-BL-523 Brass Expansion
Anchor Hohmann & Barnard
2. Veneer Tie Assembly: DA213S (length as required)
Stainless steel with pencil rod Dur-O-Wal
3. 360 L-type Seismic Anchor (length as required)
Stainless steel with 3/16" stainless steel pencil rod Heckman Building Products
4. Or approved equal

B. Veneer Anchor (To Structural Steel)

1. Anchor Plate: HB-DW-10HS
12-gauge; stainless steel Hohmann & Barnard
Tie: Byna-Lok Tie
3/16"; stainless steel Hohmann & Barnard
Pencil Rod: Pencil Rod
9-gauge; stainless steel Hohmann & Barnard
2. Veneer Tie Assembly: DA709 Column Anchor Weld-
On with DA700QT Seismic Triangular Ties (length
as required) Dur-O-Wal
Stainless steel with 3/16" stainless steel pencil rod
3. 315-B and 316-B (length as required) (stainless
steel) Heckman Building Products
4. Or approved equal

Note: Adhere anchor plate to structural steel with power-actuated fasteners. See section 2.06A in this section for specified powder-actuated fasteners.

C. Expansion Joint Stabilizing Anchor

1. Slip-Set Stabilizer
Stainless steel Hohmann & Barnard
2. #1700 Control Joint Anchor
Stainless steel Wire-Bond
3. #353 Debonded Shear Anchor
Stainless steel Heckman Building Products
4. Or approved equal



2.05 Stone Anchoring Systems

A. Stone Anchor:

Min. 1/4" thick; stainless steel. Refer to detail drawings for anchor shapes and profiles.

- | | | | |
|----|-------------------|---|---------------------------|
| 1. | Stone Anchor: | 300 Series and 400 Series
Stone Anchors with brass
expansion anchor HB-BL-523 | Hohmann & Barnard |
| 2. | Stone Anchor | 100 and 200 Series Stone
Anchors | Heckman Building Products |
| 3. | Stone Anchors | 3000 Series Stone Anchors | Wire-Bond |
| 4. | Or approved equal | | |

B. Stone Joint Anchor (Concealed)

- | | | |
|----|-------------------------------------|-------------------|
| 1. | C-3 Stone Anchor
Stainless steel | Hohmann & Barnard |
|----|-------------------------------------|-------------------|

C. Half Moon Stone Anchor

- | | | |
|----|--------------------------------------|-------------------|
| 1. | #422 Stone Anchor
Stainless steel | Hohmann & Barnard |
|----|--------------------------------------|-------------------|

2.06 Fasteners

A. Powder Actuated Fasteners

- | | | |
|----|---|--------------------|
| 1. | X-U Universal Knurled Shank Fastener (w/ Top Hat) | Hilti |
| 2. | 8mm Head CSI Drive Pin (w/ Top Hat) | Powers |
| 3. | PDPAT-62K Pin (w/ Top Hat) | Simpson Strong-Tie |
| 4. | Or approved equal | |

B. Hammer Drive Anchor

- | | | |
|----|--|--------------------|
| 1. | HMH SS 304 Metal Anchor
Stainless steel | Hilti |
| 2. | Zamac Nailin
Stainless steel | Powers |
| 3. | Zinc SS Nailon Pin Drive Anchor
Stainless steel | Simpson Strong-Tie |
| 4. | Or approved equal | |



2.07 Horizontal Joint Reinforcement

A. Horizontal Joint Reinforcement (Truss Type / 2 side rods)

- | | |
|---|-------------------|
| 1. 120 Truss-Mesh
Stainless steel | Hohmann & Barnard |
| 2. Dur-O-Wal Truss Double
Stainless steel | Dur-O-Wal |
| 3. Series 300 Truss Mesh (2 Wire System)
Stainless steel | Wire-Bond |
| 4. Or approved equal | |

B. Horizontal Joint Reinforcement (Truss Type / 3 side rods)

- | | |
|---|-------------------|
| 1. 130 Truss Tri-Mesh
Stainless steel | Hohmann & Barnard |
| 2. DUR-O-WAL Truss Trirod
Stainless steel | Dur-O-Wal |
| 3. Series 300 Truss Mesh (3 Wire System)
Stainless steel | Wire-Bond |
| 4. Or approved equal | |

2.08 Steel Reinforcing Bars

A. Deformed Reinforcing Bar

1. Deformed Steel Reinforcing Bar (Epoxy Coated): Comply with ASTM A 775, Grade 60, unless otherwise indicated.

2.09 Eye Bolt & Dowel

A. Eye Bolt

- | | |
|---|---------------------------|
| 1. #408 Stone Anchor
Comply with AISI 302/304 for stainless steel | Hohmann & Barnard |
| 2. Eye Bolt
Comply with AISI 302/304 for stainless steel | RKL Building Specialties |
| 3. #174 Threaded Eye Bolt
Comply with AISI 302/304 for stainless steel | Heckman Building Products |
| 4. Or approved equal | |

B. Dowel

- | | |
|----------------------|-------------------|
| 1. #406 Stone Anchor | Hohmann & Barnard |
|----------------------|-------------------|



- Comply with AISI 302/304 for stainless steel
- 2. DA 870
Comply with AISI 302/304 for stainless steel
- 3. #155 Dowel
Comply with AISI 302/304 for stainless steel
- 4. Or approved equal

Dur-O-Wal

Heckman Building Products

2.10 Accessories

A. Butyl Tape

- 1. Comply with ASTM C 771.

B. Flashing Cement

- 1. MBR Flashing Cement (2 part)
- 2. Matrix 201 Premium SBS Flashing Cement
- 3. Flashing Cement
- 4. Or approved equal

Johns Manville

GAF Materials Corporation

Karnak

PART 3 - EXECUTION

3.01 General

- A. Install anchors of type and diameter indicated, at locations shown on the Drawings.
- B. Where length of anchor is not indicated on the Drawings, follow manufacturer's recommendations and obtain approval in writing from Commissioner prior to proceeding.

END OF SECTION 040519



**Department of
Design and
Construction**

Regents Family Residence
Exterior Restoration
FMS No. - HH115REGX

THIS PAGE INTENTIONALLY LEFT BLANK



051200 STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.01 Related Document

- 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 structural steel and miscellaneous steel members.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Shop Drawings and Calculations – Only if proposal is different from Construction Documents: Show complete details for fabrication, assembly and erection, including connections and any proposed splice locations. Shop Drawings and supporting calculations shall bear the seal of a professional engineer licensed in the State of New York.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. AISC "Code of Standard Practice for Steel Buildings and Bridges."
 - 2. AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings" including "Commentary".
 - 3. AWS D1.1 / D1.1M "Structural Welding Code – Steel"

1.05 Tests and Inspections

- A. Pre-Construction Testing:
 - 1. Steel Coupon Testing:
 - a. Test Specimen: Where welding to existing steel is indicated, provide test specimen, in the form of a steel coupon, for each different steel substrate.
 - b. Testing: Test for appropriate welding electrode to be used.
 - c. Test Reports: Reports shall include date of test, test specimen identification, preparation method, and recommended electrode to be used in the Work.



PART 2 - PRODUCTS

2.01 Steel Members and Shapes

- A. **Steel Bent Plate (Galvanized)**
 - 1. Comply with ASTM A 36.
 - 2. Galvanized: comply with ASTM A 653.
- B. **Steel Angle (Galvanized)**
 - 1. Comply with ASTM A 36.
 - 2. Galvanized: comply with ASTM A 653.
- C. **Steel Shim**
 - 1. Comply with ASTM A 36.

PART 3 - EXECUTION

3.01 Fabrication

- A. Comply with AISC and approved Shop Drawings. Mark and match mark units for field assembly.
- B. Provisions for Other Work: Fabricate structural steel members to provide holes for securing other Work and for passage of other Work through steel framing as indicated. Field cutting or burning of holes will not be permitted.
- C. Connections: As shown on approved Shop Drawings.
 - 1. Except as otherwise indicated, use ASTM A307 bolts or welds for field connections.
 - 2. Except as otherwise indicated, fabricator shall design welded connections to be stressed to less than 50% capacity.
- D. Splices shall be engineered to develop the full capacity of the member at the point of the splice. Beam splices shall be welded, full moment connections. Notify Commissioner in writing before performing splices, provide five (5) business days notice.
- E. Comply with AWS Code for procedures, appearance, and quality of welds. Minimum size fillet weld shall be 1/4".

3.02 Shop Painting

- A. Comply with Section 099713 (Steel Coatings).

3.03 Erection

Comply with AISC and approved Shop Drawings.

END OF SECTION 051200



053100

STEEL DECKING

PART 1 - GENERAL

1.01 Related Document

- 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 steel decking and related accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Shop Drawings: Showing layout and types of deck panels, panel side and end details, anchorage details, reinforcing channels, sump pans, cut deck openings, conditions requiring closure panels, special jointing, supplementary framing, accessories, and attachments to other construction. Shop Drawings and supporting calculations shall bear the seal of a professional engineer licensed in the State of New York.

1.04 Quality Assurance

- A. Comply with:
 - 1. SDI "Design Manual for Floor Decks and Roof Decks"
 - 2. AWS D1.1 "Structural Welding Code – Steel" and AWS D1.3 "Structural Welding – Sheet Steel"
- B. Fire-Test Response Characteristics: Steel deck is a component of a fire-rated deck assembly design designated as 2 hour fire rating per UL "Fire Resistance Directory." Provide steel deck units identical to those units tested for fire resistance per ASTM E 119 and identified with the appropriate markings of applicable testing by a qualified testing agency.

1.05 Performance Requirements

- A. Structural Characteristics: Calculate structural characteristics of steel deck according to AISI "North American Specification for the Design of Cold-Formed Steel Structural Members."

Uplift Resistance of Roof Decking: Comply with class 1-90 rating in accordance with Factory Mutual (FM) Data Sheet 1-28.



PART 2 - PRODUCTS

2.01 Steel Decking

A. Composite Steel Deck

1. Fabricate panels, with integrally embossed or raised pattern ribs and interlocking side laps, to comply with SDI "Specifications and Commentary for Composite Steel Floor Deck," with minimal section properties indicated, and with the following:
 - a. Galvanized Steel Sheet: ASTM A 653 / A 653M, Structural Steel (SS), Grade 33, G90 zinc coating.
 - b. Profile Depth: Indicated on Drawings.
 - c. Design Uncoated Steel Thickness: Indicated on Drawings.
2. Acceptable Manufacturers:
 - a. United Steel Deck, Inc.
 - b. Bowman / E.G. Smith, Division Cyclops Corp.
 - c. Nucor Corp.; Vulcraft Group
 - d. Or approved equal

2.02 Accessories

A. General:

1. All steel sheet (sheet metal) accessories shall be commercial quality, ASTM A 653 / A 653M, Structural Steel (SS), Grade 33, G90 zinc coating. Uncoated thickness shall be 0.0478" minimum (18 gage) unless otherwise indicated. Profile shall be as indicated or required for application
2. Fabricate any miscellaneous sheet steel accessories which may not be listed but are required for a complete installation.

B. Metal Closures

1. Fabricate tight fitting steel sheet closures, for open uncovered ends of cells or ribs and sides of decking, cell raceways, and openings between decking and other construction.

C. Flexible Closure Strips

1. Vulcanized, closed-cell, synthetic rubber.

D. Joint Cover Plates

1. Fabricate steel sheet joint cover plates for end-abutting deck units and at changes in direction. Form to match contour of deck units and approximately 6" wide.

E. Shear Connectors



1. Comply with ASTM A 108, Grade 1010 through 1020 headed stud type, cold-finished carbon steel, AWS D1.1, Type B, with arc shields.

F. Mechanical Fasteners

1. Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.

G. Side-Lap Fasteners

1. Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.

H. Galvanizing Repair Coating

1. Comply with ASTM A780 with dry film containing a high zinc content (minimum of 94 percent zinc dust by weight).

PART 3 - EXECUTION

3.01 Installation

A. Placement:

1. 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.
2. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
3. Do not place deck units on concrete supporting structure until concrete has cured and is dry.

B. Fitting: Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

C. Additional Reinforcement and Support:

1. Comply with Section 051200 (Structural Steel) for miscellaneous steel shapes.
2. Provide additional reinforcement at closures as required for strength, continuity of deck, and support of other work.

D. Fastening: Unless otherwise indicated, minimum fastening requirements are as follows:

1. Roof Deck Units:

- a. Fasten roof deck units to steel supporting members by not less than 5/8" diameter fusion welds spaced not more than 12" on center at every support, and at closer spacing where required for lateral and uplift force resistance.
- b. Side laps are to be welded with a maximum spacing of 36" on center. In addition, secure deck to each supporting member in ribs where side laps occur.
- c. Tack weld at 4'-0" on center for fastening end closures.



2. Fastening Accessories: Space welds not more than 12" apart with at least one at each corner.
- E. Welding: Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work. Use welding washers where recommended by deck manufacturer.
- F. Metal Closures: Install tight fitting metal closures at open uncovered ends of cells or ribs and sides of decking, cell raceways, and openings between decking and other construction.
- G. Joint Cover Plates: Install joint cover plates at abutting ends and changes in direction of floor deck units, except where taped joints are required.
- H. Pour Stops and Girder Fillers: Install steel sheet pour stops and girder fillers to supporting structure according to SDI recommendations unless otherwise indicated.
- I. Miscellaneous Roof Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions.
- J. Shear Connectors (if any): Weld shear connectors through deck to supporting frame in accordance with AWS D1.1 and manufacturer's written instructions. Butt end joints of deck panels; do not overlap. Remove and discard arc shields after welding shear connectors.

3.02 Touch-up Galvanizing

- A. Prepare and touch up galvanizing on scarred areas, welds and rust spots on deck top, bottom and edge surfaces with galvanized repair coating according to ASTM A 780 and manufacturer's written instructions.

END OF SECTION 053100



055200 METAL RAILINGS

PART 1 - GENERAL

1.01 Related Document

- 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 aluminum railing systems.

1.03 Definitions

- A. Definitions in ASTM E 985 for railing related terms apply to this Section.

1.04 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Railing Assembly: Two (2) 12" long Samples of each railing assembly including handrails, top rails, posts, balusters, splice plates, solid bars, pipe collars and fasteners. Samples shall 12" long.
 - 2. Color Samples: Six (6) 6" square Samples of each finish and color selected.
 - 3. Fittings (On-demand): For each type of fitting and bracket to be incorporated in the Work, including typical welded connection.
- C. Field Quality Control Test Reports:
 - 1. Railing System Test Reports.
- D. Contractor to provide Manufacturer-approved Credentials: Prior to commencing installation, submit credentials issued by manufacturer of metal railing system/products.
- E. Shop Drawings: Showing details of fabrication and installation for each type and material of handrail and railing system required including plans, elevations, sections, profiles of rails, fittings, connections, and anchors. Provide templates for anchor and bolt installation by others.
- F. Structural Calculations: Prepared by a professional engineer licensed in the State of New York, evidencing compliance of handrails and railing systems with design loadings indicated.
- G. Warranty Prerequisites:



1. Sample Warranty: Prior to installation, submit sample warranty from railing system manufacturer.

1.05 Quality Assurance

- A. Fabricator performing the work of this section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

1.06 Performance Requirements

- A. Structural Performance of Handrails and Railing Systems: Engineer, fabricate, and install handrails and railing systems to withstand the following structural loads without exceeding the allowable design working stress of the materials for handrails, railing systems, anchors, and connections. Apply each load to produce the maximum stress in each of the respective components comprising handrails and railing systems.
 1. Top Rail of Guardrail Systems:
 - a. Horizontal Loading: Concentrated load of 200 lb applied at any point; Uniform load of 50 lb/ft
 - b. Vertical Loading (downward): Concentrated load of 200 lb applied at any point; Uniform load of 50 lb/ft
 2. Handrails Not Serving as Top Rails:
 - a. Horizontal Loading: Concentrated load of 200 lb applied at any point; Uniform load: 50 lb/ft
 - b. Vertical Loading (downward): Concentrated load of 200 lb applied at any point; Uniform load of 50 lb/ft
 3. Infill Area of Guardrail Systems:
 - a. Horizontal Loading: Concentrated load of 200 lb applied at any one sq. ft. at any point in the system.
 4. Note: Concentrated and uniform loads above need not be assumed to act concurrently.

1.07 Test and Inspections

- A. Field Quality Control Testing:
 1. Railing System Testing:
 - a. Testing: Test railing system for compliance with ASTM E 985.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results stating whether railing system complies, or does not comply with the requirements.



1.08 Warranty

- A. Written form in which the manufacturer warrants the railing system materials to be free of material defects and defects in workmanship for a period of one (1) year from date of completion.
- B. Warranty for powder coat system: The coating applicator's warranty that items shall not show signs of rust, and finish shall be fully warranted against peeling, cracking, crazing, blistering, chalking and fading for a period of five (5) years from date of installation of products. If rusting or failure of coating occurs, new items shall be provided or coating shall be refurbished in the shop. Warranty includes labor to remove and replace the items.

PART 2 - PRODUCTS

2.01 Railing Systems

A. Aluminum Railing System

- 1. Acceptable Manufacturers: Subject to compliance with the requirements, following is a list of acceptable manufacturers offering railing systems:
 - a. Blumcraft of Pittsburgh
 - b. Julius Blum & Co., Inc.
 - c. York Metal Fabricators, Inc.
 - d. Or approved equal

2.02 Metals

- A. Aluminum Rail System: Provide alloy and temper recommended by aluminum producers or finisher for type of use and finish indicated, and with not less than the strength and durability properties of the alloy and temper designated below for each aluminum form required.
 - 1. Extruded Bar and Shapes: ASTM B221, 6063-T6
 - 2. Extruded Pipe and Tube: ASTM B429, 6063-T6
 - 3. Drawn Seamless Tube: ASTM B483, 6063-T832
 - 4. Plate and Sheet: ASTM B209, 5005-H16 for anodic coatings.
 - 5. Castings: ASTM B26 or ASTM B108
- B. Stainless Steel Mounting Brackets: mounting angles shall be stainless steel conforming to ASTM A276.

2.03 Fasteners, Anchors and Inserts

- A. Use fasteners of same basic metal as the fastened metal, unless otherwise indicated. Do not use metals which are corrosive or incompatible with materials joined. Use concealed fasteners for interconnection of handrail and railing components and for their attachment to other work, except where otherwise indicated.



- B. Provide anchors of type, size, and material required for type of loading and installation condition shown, as recommended by manufacturer, unless otherwise indicated. Use nonferrous metal of hot dipped galvanized anchors and inserts for exterior locations and elsewhere as required for corrosion resistance. Use toothed steel or expansion bolt devices for drilled in place anchors.

2.04 Fabrication

- A. Fabricate handrails and railing systems to design, dimensions and details shown. Provide handrail and railing members in sizes and profiles indicated, with supporting posts and brackets of size and spacing shown, but not less than required to comply with requirements indicated for structural performance.
- B. Fabricate posts and railings in sizes and profiles to fit applications indicated.
- C. Pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for re-assembly and coordinated installation.
- D. Provide welded connections of handrail and railing members. Use welding method which is appropriate for metal and finish indicated and develops strength required to comply with structural performance criteria. Finish exposed welds and surfaces smooth, flush, and blended to match adjoining surfaces.
- E. For handrails and railing systems with nonwelded connections which are exposed to exterior or to moisture from condensation or other sources, provide weepholes or other means for evacuation of entrapped water in hollow sections of railing members.
- F. Provide wall returns at ends of wall mounted handrails, unless otherwise indicated. Close ends of returns unless clearance between end of the railing and wall is 1/4" or less.
- G. Furnish inserts and other anchorage devices for connecting handrails and railing systems to concrete or masonry work. Fabricate anchorage devices which are capable of withstanding loadings imposed by handrails and railing systems. Coordinate anchorage devices with supporting structure.

2.05 Metal Finishes

- A. Comply with NAAMM "Metal Finishes Manual" for recommendations and designations of finishes, except as otherwise indicated.

2.06 Color and Finish

- A. Aluminum Finish:
 - 1. Class 1 Clear Anodized Finish: AA-M32C22A41 (medium satin directional textured mechanical finish; chemical etch, medium matte; 0.7 mil min. thick clear anodic coating) complying with AAMA 611-12.
 - 2. Class 1 Color Anodized Finish: AA-M12C22A42/44 mechanical finish, nonspecular as fabricated; chemical etch, medium matte; 0.7 mil min. thick electrolytically deposited or integrally colored anodic coating) complying with AAMA 611-12. Color as selected by the Architect.



PART 3 - EXECUTION

3.01 General

- A. Verify field dimensions on site prior to shop fabrication.
- B. Coordinate with roofing, copings, flashing, masonry and parapet reconstruction and substrate Work to receive, properly fit and/or interface with railing Work as required to ensure that each element of this Work performs properly and that combined elements are sound, waterproofed and properly secured. Anchor and secure to substrate to withstand lateral and thermal stresses. Include provisions for controlled expansion of railings and components relative to themselves and to adjoining dissimilar materials.
- C. Joints: Provide proper caulking at joints where required.
- D. Isolation: Where metal surfaces of units installed are in contact with dissimilar metal or corrosive substrates, including wood and concrete, apply bituminous coating on concealed metal surfaces and/or provide other permanent separation as recommended by the manufacturer.

3.02 Preparation

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorage, such as sleeves, concrete inserts, anchor bolts, and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

3.03 Installation

- A. Fit exposed connections accurately together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installation of handrails and railing systems. Set work accurately in location, alignment, and elevation, plumb, level, true, and free of rack, measured from established lines and levels. Do not weld, cut, or abrade surfaces of handrails and railing components which have been coated or finished after fabrication and are intended for field connection by mechanical means without further cutting or fitting.
- C. Corrosion Protection: Coat concealed surfaces of steel, which will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint or zinc chromate primer.
- D. Adjust handrails and railing systems prior to anchoring to ensure matching alignment at abutting joints. Space posts at interval indicated but not less than that required by design loadings.

3.04 Anchoring Railing Ends

- A. Anchor railing ends into concrete or masonry with manufacturer's standard fittings designed for this purpose, unless otherwise indicated.



- B. Expansion Joints: Provide expansion joints at locations indicated or, if not indicated, at intervals not to exceed 40 feet. Provide slip joint internal sleeve extending 2" beyond joint on either side; fasten internal sleeve securely to one side, locate joint with 6" of post.

3.05 Touch-up

- A. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and touch-up exposed areas with same paint products.

END OF SECTION 055200



057400

DECORATIVE METAL CASTINGS

PART 1 - GENERAL

1.01 Related Document

- 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 ornamental metal (cast iron) construction such as facade moldings.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Decorative Metal Castings: Prior to commencement of manufacturing, submit Samples representative of the proposed finished product. Samples shall be approximately 12" square and full thickness.
- C. Shop Drawings: Showing the following:
 - 1. Unit shapes (elevations and sections) and dimensions.
 - 2. Thickness of cast iron.
 - 3. Finishes.
 - 4. Joint and connection details.
 - 5. Lifting and erection details.
 - 6. Anchorage to structure, and design loads.
 - 7. Description of all loose, cast-in, and field hardware.
 - 8. Handling procedures.
 - 9. Sequence of erection for special conditions.
 - 10. Relationship to adjacent material.
 - 11. Show location of units on Shop Drawings by same identification marks that will be placed on actual units.
- D. Engineering Calculations: Prepared by a professional engineer licensed in the State of New York, indicating that units and accessories (e.g., hardware, anchors, etc.) as indicated on Shop Drawings are of adequate strength and size to resist all code mandated loads without overstress (using a factor of safety of 4), both in completed configuration, and during installation.



- E. Source Quality Control Test Reports:
 - 1. Metal Casting Test Reports.
 - 2. Anchor and Insert Test Reports.
- F. Pre-construction Test Reports:
 - 1. Anchorage (to Backup) Pull-out Test Report.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. ASTM.
 - 2. AWS.
 - 3. NAAMM.
- B. Fabricator Qualifications: A qualified fabricator with an established quality control program in effect prior to letting of the Contract.

1.05 Testing and Inspection:

- A. Source Quality Control Testing:
 - 1. Metal Casting Testing:
 - a. Testing: Test metal castings for compliance with requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results stating whether metal castings comply, or does not comply with the requirements.
 - 2. Anchor and Insert Testing:
 - a. Testing: Test anchors and inserts for compliance with requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results stating whether anchors and inserts comply, or does not comply with the requirements.
- B. Pre-construction Testing:
 - 1. Anchorage (to Backup) Pull-out Testing:
 - a. Performance Models: Construct performance models of anchorage into existing backup construction. Individual models shall be constructed for each anchor and backup construction configuration required for decorative metal casting installation, at locations determined by Commissioner.
 - b. Testing: Perform pull-out tests on each anchorage performance model.
 - 1) Arrange for Commissioner to be present at testing, provide five (5) business days notice.
 - 2) Retest as necessary until satisfactory results are obtained.
 - c. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether anchorage to backup construction complies,



or does not comply with load requirements indicated on Shop Drawings, including the applicable factor of safety.

- d. Acceptance: Obtain Commissioner's written acceptance of test results before proceeding with installation Work.

PART 2 - PRODUCTS

2.01 Materials

- A. Cast Iron shall comply with ASTM A 48.

2.02 Fabrication

- A. Forms (Molds): Forms (molds) for cast iron units shall be constructed of materials that will result in finished products conforming to the profiles, dimensions and tolerances indicated by the Contract Documents and on the approved Shop Drawings.
- B. Cleanliness of equipment and working procedure shall be maintained at all times.
- C. Attachments to Structure: Provide attachments and anchors as indicated on Drawings, or as recommended by the fabricator and accepted in writing by the Commissioner.
- D. Tolerances: Manufacture units so that each complies with the dimensional tolerances required to provide a satisfactory installation.
- E. Finishes: Exposed face of units to match approved sample submitted. Exposed face of units shall be manufactured free from joint marks, "grain" or other obvious defects.
- F. Cover: Provide embedded anchors, inserts, and other items with sufficient anchorage and embedment for design requirements.

PART 3 - EXECUTION

3.01 Installation

- A. Lift units with suitable lifting devices at points provided by the manufacturer. Units shall be set level, plumb, square and true within the allowable tolerances.
- B. Fasten units in place by bolting or as shown on approved Shop Drawings. Field welding shall be done using equipment and materials compatible to the base material.
- C. Tolerances shall generally comply with that listed above.

3.02 Cleanup

- A. Cleaning tools, products, and methods shall be approved by manufacturer.
 1. After installation, Contractor shall clean soiled surfaces of decorative metal castings with detergent and water, or other materials as recommended by manufacturer, using fiber brush and sponge, and rinse thoroughly with clean water.



2. Use extreme care to prevent damage to surfaces of decorative metal castings and to adjacent materials. Soiled surface must be thoroughly rinsed with clean water immediately after using cleaner.

END OF SECTION 057400



061000 ROUGH CARPENTRY

PART 1 - GENERAL

1.01 Related Document

- 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 wood nailers, wood blocking, sheathing, fasteners, and related accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products. Submit technical data for power driven fasteners proposed to be equivalent to hand set nails.
- B. Samples:
 - 1. Fasteners: For each type and size of fastener to be incorporated in the Work.

1.04 Quality Assurance

- A. Comply with:
 - 1. APA "Plywood Design Specification."
 - 2. FM "Loss Prevention Data Sheets 1-28, 1-29, and 1-49"

PART 2 - PRODUCTS

2.01 Sheathing

- A. **Exterior Grade Plywood**
 - 1. Exterior grade Alkaline Copper Quat (ACQ) pressure treated plywood. CDX for exterior, meeting requirements of PS 1-95/ANSI A199.1, PS 2-92
 - a. Use either G185 (min.) zinc coated hot-dipped galvanized steel, type 304/316 stainless steel, or copper for fasteners/metal flashing in contact with ACQ-B wood. Do not combine stainless & galvanized steel.
- B. **Wood Blocking**
 - 1. Exterior grade Alkaline Copper Quat (ACQ-B) pressure treated Douglas-fir.



- a. Use either G185 (min.) zinc coated hot-dipped galvanized steel, type 304/316 stainless steel, or copper for fasteners/metal flashing in contact with ACQ-B wood. Do not combine stainless & galvanized steel.

PART 3 - EXECUTION

3.01 Preparation of Substrate

- A. Remove all existing overlay material, roof membrane, and accessories (nails, etc.) to expose substrate. Do not damage substrate during removal.

3.02 Blocking Installation

- A. Install where indicated and where required for attaching other Work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other Work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Where wood-preserved-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Fasten wood blocking to preceding layers of wood blocking in such a manner that the nails penetrate a minimum of 1-1/4 inches.
 1. Fasten with two rows so that spacing in any one row should not exceed 24 inches.
 2. Spacing shall not exceed 12 inches, 8 feet each way from outside corner.
 3. Withdrawal resistance should be 100 lb per nail minimum.
- E. Fasten wood blocking to concrete block walls with minimum 3/8" diameter stainless steel anchors. Fasten at 2-1/2 feet apart staggered if nailer is wider than 6 inches.

3.03 Sheathing Installation

- A. Lay face grain at right angles to support framing.
- B. Provide 1/8 inch space between sheet as at end and side joints.
- C. Stagger panel end joints.
- D. Place nails at least 3/8 inch from edge.

END SECTION 061000



075600

FLUID APPLIED ROOFING

PART 1 - GENERAL

1.1 Related Document

- 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 fluid applied membrane roofing systems, and related substrate restoration, primers, reinforcing mats, flashing, surfacing aggregates, and accessories.

1.3 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 1. Membrane: Sample shall be 12" square, and representative of color, texture, thickness, and surfacing of membrane to be incorporated in the Work.
- C. Shop Drawings:
 1. Deck Survey: After removal of overlaying components as indicated in the contract documents, provide deck elevation drawings completed by New York State Licensed Surveyor, signed and sealed.
 2. Shop drawings to indicate:
 - a. Dimensions, thickness and arrangement of insulation panels.
 - b. Roofing details for all roofing terminations and penetrations as required for warranted roofing system, where not otherwise indicated; include dimensions of each product specified, method of installation to the substrate, underlayment, and termination.
 3. Comply with required R-Value, per Energy Conservation Construction Code of New York State.
- D. Contractor to provide Manufacturer-approved credentials: Prior to pre-installation conference, submit credentials issued by manufacturer of roofing products.
- E. Pre-construction Test Reports:
 1. Membrane Bond Strength Test Reports
 2. Deck Dryness Test Reports
- F. Warranty Prerequisites:



1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
2. Manufacturer Inspection and Approval Report (On-demand).

1.4 Performance Requirements

- A. Wind Uplift Pressure Resistance: Roofing system shall resist wind uplift pressures at corners, perimeter, and field-of-roof in accordance with ASCE 7 and applicable building codes.
- B. Cool Roof Energy Performance: Roofing systems shall conform to the following standards: Initial solar reflectance of not less than 0.70, per ASTM C1549. Thermal emittance of not less than 0.75, per ASTM C1371. Solar Reflective Index (SRI) of not less than 78, per ASTM E1980.
- C. Fire Rating: Fluid applied membrane shall achieve Class A fire rating.

1.5 Quality Assurance

- A. The contractor or subcontractor performing the work of this section must be a company regularly engaged in performing roofing projects with its own workforce and have successfully completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within 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 contractor's or subcontractor's company 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 contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.
- B. Pre-installation Conference: Prior to starting roofing Work, conduct an on-site conference to review the detailed requirements of the Work.
 1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, manufacturer's authorized representative, installer who has been properly trained by manufacturer. Provide seven (7) business days advance notice to attendees.
 2. Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Condition of substrate and preparation.
 - f. Preparation Work performed by other trades.
 - g. Proposed equipment.
 - h. Mixing procedures.
 - i. Installation sequence.



- j. Odor control procedures.
- k. Penetrations.
- l. Mockups.
- m. Tests and inspections.

1.6 Tests and Inspections

- A. Pre-construction Testing:
 - 1. Membrane Bond Strength Testing:
 - a. Testing: Perform random tensile bond strength of membrane to substrate tests according to manufacturer's requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results, whether the results comply, or do not comply with performance requirements.
 - c. Acceptance: Obtain Commissioner's written acceptance of test results before proceeding with the Work.
 - d. Re-testing: If necessary, after additional preparation per manufacturer's recommendations, repeat testing to verify suitability of substrate preparation.
 - 2. Deck Dryness Test:
 - a. Testing: Determine substrate moisture content, throughout Work, at location of application according to manufacturer's requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results.
- B. Additional Tests: Perform Additional Tests as recommended by manufacturer.

1.7 Project Conditions

- A. Weather Conditions: Proceed with roofing Work only when existing and predicted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements.
- B. Substrate Conditions: Do not install roofing on wet or moist substrates.

1.8 Warranty

- A. Roofing System Manufacturer's Warranty: Written form in which manufacturer agrees to furnish products and labor to repair or replace those areas of roofing system that do not comply with performance and other requirements specified in the Contract Documents during the warranty period. Manufacturer shall warranty the complete roofing system including, but not limited to membranes, flashing.
 - 1. Warranty Period: Twenty Five (25) Years, No Dollar Limit (NDL).
- B. Manufacturer's Inspection and Certification:
 - 1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required



milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer.

2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's certification stating that the Work complies with the requirements for Warranty.
 3. Manufacturer's certification to verify that systems comply with cool roof reflectivity, fire rating and wind uplift resistance requirements.
- C. Waterproofing Contractor's Warranty: Provide 2 year "Applicator Warranty" covering workmanship for all work of this section including installation of membrane, flashings, metal work, and roofing/waterproofing accessories. Ponding of water on any roof surface for longer than 48 hours after rain will be considered a failure of materials and workmanship
- D. Submit (2) executed copies of both the manufacturer and applicator warranties for the periods stipulated, starting from the date of substantial completion. Each warranty must be signed by an authorized representative of the issuing company.

PART 2 - PRODUCTS

2.1 General

- A. Resin Additives: Comply with manufacturer's recommendations for use of resin additives (e.g. cold weather additive, warm weather additive) under specific project conditions.

2.2 Membrane

- A. Membrane: Two-component, cold fluid-applied reinforced polyurethane waterproofing membrane with a 360 degree needle punched non-woven 165 polyester reinforcing fleece, for a finished dry film membrane thickness of .070 inch nominal per ply.

1. Physical Properties:

Property	Value	Test Method
Physical state	Cures to solid	-
Nominal thickness (165 fleece)	70 mils	-
Tensile strength @ break	120 lb/in	ASTM D-751
Elongation	50%	ASTM D-751
Tearing strength	5.0 lbs	ASTM D-751
Puncture resistance	140 lbf	FTMS 101-2031
Dimensional stability	0.1%	ASTM D-1204
Water absorption	2.2%	ASTM D-471
Surface hardness	Shore A 85	ASTM D-2240
Water vapor transmission	0.04 perms	ASTM E-96
Usage time*	30 minutes	-
Rainproof after*	6 hours	-
Solid to walk on after*	24 hours	-
Solid to drive on with air rubber tires after*	48 hours	-
Surfacing to be applied between*	24-48 hours	
Overburden may be applied after	2 days	-
Completely hardened after	3 days	-
Crack spanning	2mm/0.08 inch	-



Resistance to temperatures up to (short term)	250°C/482°F	-
*all times are approximate and depend upon air flow, humidity and temperature.		

2.3 Flashings

- A. Membrane Flashings: A composite of the same resin material as field membrane with 165 fleece reinforcement.

2.4 Accessories

- A. Polyurethane Primer: Two-component, solvent-free, high solids polyurethane resin for use in improving adhesion of membrane to wood, metal and bituminous substrate surfaces. Monitor application rate and adjust depending on substrate absorbency.
- B. Epoxy Primer: Two-component, solvent-free epoxy resin for use in improving adhesion of membrane to cementitious/masonry substrate surfaces. Monitor application rate and adjust depending on substrate absorbency.
- C. Accelerator: Additive specifically designed to accelerate the resin reaction time at ambient temperatures below 50°F (10°C). Continuously monitor substrate surface temperatures.
- D. Tools, Accessories, and Cleaners: Supplied and/or approved by membrane manufacturer for product installation.
- E. Leveling and Patching Aggregate: Silica sand shall be washed, kiln-dried, and dust-free, suitable for troweling or pourable self-leveling, round grain or angular with the following size specification:
 - 1. For voids less than 1" in depth: #00 (0.3 - 0.6 mm)
 - 2. For voids 1" to 2" in depth: #0 (0.5 - 1.2 mm)

Mixing Proportions shall be a ratio of resin to sand at 1:2 by volume or as approved by membrane manufacturer.
- F. Backer Rod: Expanded, closed-cell polyethylene foam designed for use with cold-applied joint sealant.
- G. Caulking: Single component, non-sag elastomeric polyurethane sealant, as recommended or supplied by membrane manufacturer for use in making airtight and watertight seals where required.
- H. Wood Nailers and Cant Strips: New wood nailers and cant strips shall be pressure treated for rot resistance (e.g., "Wolmanized" or "Osiose K-33"), #2 or better lumber. Asphaltic or creosote treated lumber is not acceptable.
- I. Miscellaneous Fasteners: FM-approved and appropriate for purpose intended, length required for thickness of material, with metal plates, and approved by membrane manufacturer.
- J. Temporary and Night Sealant: As recommended or required by membrane manufacturer.

2.5 Insulation Cover Board



A. Cement Board: High compressive strength underlayment board consisting of aggregated Portland cement slurry with polymer-coated glass-fiber mesh, with the following characteristics:

- 1. Board Weight 3.0 lb/sq. ft
2. Board Size..... 48 x 48 or 48 x 96 inches
3. Board Thickness 1/2 inch
4. Thermal Conductivity K factor of 1.92 as determined by ASTM C177
5. Board Edges square

2.6 Insulation

A. Polyisocyanurate Foam Board Insulation with Nonasphaltic Facers: With nonasphaltic facers meeting or exceeding the requirements for ASTM C1289-06, Type II, Class 1, Grade 3 (25 psi), 1.5 inch minimum thickness, with the following characteristics:

- 1. Board Density.....2.0 lb/cu ft
2. Board Size.....48 x 48 or 48 x 96 inches
3. Board ThicknessAs required to achieve minimum required R-Value
4. Thermal ConductivityK factor of 0.17 as determined by ASTM C177, aged 12 months at 75 degrees F
5. Board Edgessquare

2.7 Insulation and Cover Board Securement

A. Polyurethane Adhesive: Approved single component moisture-cured, or two component reactive-cured polyurethane adhesive. Adhesive application rate shall be in accordance with specified wind uplift rating for system application. Roofing adhesive shall be a type approved by membrane and insulation manufacturer. Note: prior written approval by the adhesive, insulation and membrane manufacturers for use of polyurethane roofing adhesive must be obtained.

2.8 Surfacing and Coatings

A. Color Coating: Polyurethane-based coating suitable for use as a reflective & emissive colored coating, as provided by the approved Membrane Manufacturer:

2.9 Modified Repair Mortar & Grout (for Concrete Substrate)

A. Modified Repair Mortar

- 1. BASF System:
Repair Mortar: MasterEmaco T415 BASF
Bonding Agent: MasterEmaco T430 BASF
(extended working time)



2. Sika System:

Repair Mortar:	SikaQuick 1000	Sika
----------------	----------------	------
3. Sto Concrete Restoration Division:

Repair Mortar:	Sto Rapid Repair Mortar with Corrosion Inhibitor	Sto Concrete Restoration Division
----------------	---	--------------------------------------
4. Or approved equal

Note: Prime concrete with scrub coat, per Manufacturer's Recommendations.

B. Cementitious Grout (Non-Shrink) – for use around drains

1. MasterFlow 928 BASF
2. SikaGrout 212 Sika
3. NS Grout Euclid Chemical
4. Or approved equal

2.10 Cementitious Fill (To Establish Slope)

A. Rapid Hardening Cementitious Fill

1. T-17 Patch Material Transpo
2. SikaQuick 1000 Sika
3. Planitop 18 Mapei
4. Or approved equal

PART 3 - EXECUTION

3.1 General:

- A. Coordinate the installation so that each completed area is made watertight at the end of each day.

3.2 Odor Control Measures

- A. Implement odor control and elimination measures prior to and during the application of the roofing materials in accordance with manufacturer's recommendations and in accordance with New York City Building Code rules and requirements.

3.3 Preparation of Substrate

- A. Substrate conditions are to be evaluated by Contractor, Commissioner, and roofing manufacturer to determine the extent of repair and leveling required.
- B. Unacceptable substrates, per manufacturer's warranty requirements, shall be brought to the Commissioner's attention in writing immediately upon discovery.



- C. Existing concrete substrate should be prepared per manufacturer's recommendations and in accordance with ASTM D4259. Concrete should be abraded to comply with ICRI CSP 2-4.
- D. Clean, level, and repair substrate in manner recommended by roofing manufacturer. Allow time for curing of repair mortars and patching/leveling compounds, prior to application of membrane system.
- E. Additional substrate preparation is required in the event pre-construction tests do not meet manufacturer's recommendations.
- F. Inspection of Prepared Substrate: Provide two (2) business days written notice to Commissioner and roofing manufacturer to inspect fully prepared substrate. Implement additional preparation specified in writing by Commissioner or manufacturer. Obtain manufacturer's written acceptance prior to proceeding with Work.

3.4 Installation of Roofing System

- A. Install roofing system in accordance with manufacturer's written instructions and recommendations.

END SECTION 075600



076100 SHEET METAL ROOFING

PART 1 - GENERAL

1.01 Related Document

- 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 sheet metal roofing systems, and related base sheets, flashing, anchors and accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Sheet Metal Panel: For each type of panel. Sample shall be 12" square.
 - 2. Sheet Metal Panel Accessories: For each type of cleat and fastener to be incorporated in the Work.
 - 3. Sheet Metal: For each type to be incorporated in the Work. Samples shall be 12" square.
 - 4. Underlayment Materials: For each type of be incorporated in the Work. Samples shall be 12" square.
- C. Installer Qualifications (On-Demand)..
- D. Fabricator Qualifications: For fabricator of sheet metal panel materials and accessories. Obtain written acceptance from Commissioner, prior to commencement of Work.
- E. Shop Drawings: Showing roof plan, large scale details of all flashing conditions, indicating thickness and dimension of parts, flashing and anchoring methods, and detail and location of joints; including joints necessary to accommodate thermal movement.

1.04 Quality Assurance

- A. Installer Qualifications: A qualified installer who has successfully completed a formal instructional and training program for the installation of the specified roofing/flashing systems, as evidenced by a certificate or diploma issued by a vocational training school or national roofing manufacturer attesting to successful completion of an equivalent formal training program.
- B. The contractor or subcontractor performing the work of this section must be a company regularly engaged in performing roofing projects with its own workforce and have successfully



completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within 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 contractor's or subcontractor's company 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 contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.

C. Comply with:

1. ASTM B 370.
2. ASTM B 101.
3. ASTM D 226.
4. ASTM B 32.
5. SMACNA "Architectural Sheet Metal Manual."
6. CDA
7. Revere Copper Products, Inc. "Copper & Common Sense"

1.05 Warranty

- A. Contractor's Guarantee: Provide a 2-year written guarantee, covering the metal roofing materials and workmanship. Should defects occur during the stated period, they shall be corrected immediately, and all damage caused by such defects shall be corrected. All corrective Work expense shall be borne by Contractor.

PART 2 - PRODUCTS

2.01 Sheet Metal

Copper

1. ASTM B 370, cold rolled sheet and strip copper except where soft temper is required for forming.

2.02 Sheet Metal Panel and Accessories

A. **Batten Panel**

1. Acceptable Product: 20 oz. Copper; Maximum seam spacing: 18" transverse, 24" longitudinal.

B. **Cleats (Copper)**

1. Acceptable Product: 16 oz. Copper (2" wide)



C. Fasteners (Sheet Metal Roof)

1. Nails: "stronghold" type copper nails with large head (not less than #12 gauge)
2. Screws: Non-corrosive, 5/8 inch self-tapping screws for wood substrate
3. Anchors: lead alloy expansion shields

2.03 Underlayment Materials

A. Self-Adhering Sheet Waterproofing System

1. W.R. Grace & Co. System:

Primer:	Bituthene Primer WP-3000	W.R. Grace & Co.
Sheet-Applied Membrane (1-Ply):	Bituthene 3000	W.R. Grace & Co.

2. Henry

Blueskin WP 200 and primer/sealant recommended by manufacturer	Henry
--	-------
3. Carlisle

CCW-705 and primer/sealant recommended by manufacturer	Carlisle
--	----------
4. Or approved equal

B. Rosin Paper

1. Acceptable Product: Paper slipsheet
 - a. Rosin sized building paper 5 lbs/square

2.04 Miscellaneous Accessories

A. Flux

1. Acceptable Product: Muriatic acid killed with zinc or paste type flux

B. Solder

1. Acceptable Product: Block tin/pig lead composition
 - a. 50 / 50 tin for use with plain copper
 - b. 60 / 40 for use with lead coated copper

C. Sealant

1. Acceptable Product: Type 2 sealant. Acrylic, solvent base; FS TT-S-00230

D. Wood Lumber

1. Exterior grade lumber pressure treated with waterborne preservatives



2.05 Deck Replacement Panels (for Wood Substrate)

A. Exterior Grade Plywood

1. Exterior grade Alkaline Copper Quat (ACQ) pressure treated plywood. CDX for exterior, meeting requirements of PS 1-95/ANSI A199.1, PS 2-92.
2. Product must be acceptable to the manufacturer of the overall roofing system. Use either G185 (min.) zinc coated hot-dipped galvanized steel, type 304/316 stainless steel, or copper for fasteners/metal flashing in contact with ACQ wood. Do not combine stainless & galvanized steel.

B. Exterior Grade Tongue and Groove Board

1. Exterior grade tongue and groove boards pressure treated with waterborne preservatives
2. Product must be acceptable to the manufacturer of the overall roofing system. Use either G185 (min.) zinc coated hot-dipped galvanized steel, type 304/316 stainless steel, or copper for fasteners/metal flashing in contact with ACQ wood. Do not combine stainless & galvanized steel.

PART 3 - EXECUTION

3.01 General

- A. Fabrication: Unless otherwise indicated, fabricate the required sheet metal roofing components from the following materials and gages:
 1. Batten Seam Roofing: 20 oz copper.
 2. Cleats: 16 oz copper.
 3. Continuous Edge strips: 20 oz copper.
 4. Valley Sheets: 20 oz copper.
- B. Workmanship:
 1. Tinning and Soldering:
 - a. Tin all surfaces of uncoated metal in contact with solder.
 - b. Wire brush all surfaces of coated metals in contact with solder. Produce a clean and bright surface.
 - c. Apply flux as required.
 - d. Sweat solder thoroughly into seams, completely filling the full width of the seam.
 - e. Upon completion of soldering, remove all traces of flux residue. If required, apply a neutralizing wash followed by a clean water wash.
 - f. All soldering shall be done with soldering irons (heavy coppers).
 2. Cross Folded Seams: Where sheet metal is cross folded at a right angle to the first fold, slit the folded portion of the metal at the cross fold and solder a metal patch over the slit to avoid binding.



3.02 Preparation of Substrate

- A. Examine substrate surfaces to receive roofing system and associated Work and conditions under which roofing will be installed. Do not proceed with roofing until unsatisfactory conditions have been corrected.
- B. Surfaces to receive panels shall be even, smooth, sound, clean, dry, free of ice and snow, and free from defects.
- C. Verify that roof openings, curbs, pipes, sleeves, ducts, vents, and other penetrations through roof substrate are complete.

3.03 Installation of Underlayment Materials

- A. Install exterior grade plywood, followed by self-adhering sheet waterproofing system.
- B. For all copper roofs, install one ply of rosin paper on top of self-adhering sheet waterproofing system. Secure with a sufficient number of copper nails to prevent displacement before installation of metal roofing.

3.04 Installation of Sheet Metal Roofing

- A. Batten Seam
 - 1. Forming of Pans
 - a. Form pans from 8' or 10' long sheets.
 - b. Unless otherwise indicated, space wood battens 20" o.c. Maintain 1/8" clearance between batten and turned-up portions of pans.
 - c. Turn side edges of sheets up at right angles to the height of the wood batten. Form 1/2" wide horizontal flanges in line with top of battens.
 - d. Fasten 2" wide cleats to sides of wood battens with two nails each. Let cleat project 1" above top of batten. Place cleats not more than 12" apart. After placing of pans, fold cleats around horizontal flanges of pan.
 - 2. Joining of Pans
 - a. For Roof Slopes 3" to 6"/ft: Fold lower end of pan 3/4" under. Slit the fold one inch away from corner where pan turns up against batten to form tab. Fold upper end of pan 1/2" over. Continuously solder a 1-1/2" wide locking strip across the full width of the pan.
 - b. Place the strip 4" below the top folded edge. Hook the 3/4" fold of the lower end of each pan into the locking strip of the underlying pan.
 - c. For Roof Slopes 6" or more per foot: Fold lower end of each pan 3/4" under. Slit the fold 1" away from corner where pan turns up against batten to form tab. Fold upper end of each pan 2" over. Hook the 3/4" fold of the lower end of each pan into the 2" fold of the underlying pan.
 - 3. Batten Cover Strips
 - a. Lock cover strips over the 1/2" flanges of the pans and mallet down against the vertical sides of the battens.



- b. Cover ends of battens with caps folded and locked into 1/2" tabs at top and sides of caps. Form tabs by extending cover strips and vertical legs of pans 1/2".
- c. Ridges and Hips: Provide battens similar to roof battens. Connect all intersection roof pans and roof battens to ridge and hip batten covers with 1/2" lock seams.
- d. Eaves: Fold lower ends of pans 3/4" under and hook over previously installed edge strip or connect to gutter with 3/4" loose lock. Provide similar joints for end caps of battens.
- e. Gable Rakes: Set last batten flush with edge of roof. Hook batten cover up over previously installed edge strip. Carry cover up and over batten. Hook to 1/2" pan flange and mallet down as specified for standard battens.
- f. Valleys: Provide loose lock seams at all connections with valleys.

B. Valleys

- 1. Install valley sheets in lengths of not more than 10 feet. Make 6" laps in the direction of the flow. Extend the sides of the sheets 6" under the roofing. Fold side edges 1/2" over and secure with cleats spaced not more than 18" apart. Provide 3/4" double fold or continuous soldered lockstrip 6" away from each side edge to engage lower end of roofing sheets with a 3/4" loose lock.
- 2. Integral base Flashing: Where required, turn metal roof sheets or pans up on vertical surfaces to form an integral base flashing. Terminate the top edge of the base flashing not less than 3" above the bottom edge of the cap flashing. Where base flashing is less than 6" in total height, connect the base flashing to the cap flashing with a 3/4" sealed lock seam.

3.05 Cleanup

- A. Clean exposed panel surfaces promptly after installation in accordance with recommendations of panel and coating manufacturers.
- B. Remove protective film immediately after installation.

END OF SECTION 076100



076200

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 Related Document

- 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 flashing (e.g. in-wall flashing, counter flashing), and related accessories.
- B. Excludes roof membrane flashing which is integrally installed with roofing membrane systems. Roof membrane flashing is specified in the roofing Sections.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Sheet Metal: For each type to be incorporated in the Work. Samples shall be 12" square.
 - 2. Pre-formed Sheet Metal Flashing: For each type to be incorporated in the Work. Samples shall be 12" long.
 - 3. Sheet Metal Counterflashing: For each type to be incorporated in the Work. Samples shall be 12" long.
 - 4. Composite Fabric Flashing: For each type to be incorporated in the Work. Samples shall be 12" square.
 - 5. Gutter assembly. Sample shall be 12" long.
 - 6. Downspout assembly. Sample shall be 12" long.
 - 7. Accessories: For each type of termination bar, metal clip, strap, anchor, and hammer drive anchor to be incorporated in the Work.
- C. Shop Drawings: Showing each type of counterflashing and pre-formed sheet metal components including cleats, springs, splice plates; fastener type, size, spacing; and related accessories. Provide Shop Drawings for gutter (including gutter hangers, enclosure, and etc.), and downspout.
- D. Fabricator Qualifications: For sheet metal fabrications. Obtain written acceptance from Commissioner, prior to commencement with fabrication Work.
- E. Fabricator Certification / System Letter: Prepared and signed by sheet metal fabricator, listing all components of each type of assembly. The fabricator must certify that each system



complies with wind pressure resistance as specified in the "Performance Requirements" article in this Section, and will achieve the specified warranty for each application.

1.04 Performance Requirements

- A. Wind Pressure Resistance: Pre-formed sheet metal pertaining to coping and/or roof edge metal systems, including blocking shall resist wind pressures in accordance with ANSI/SPRI ES-1 and applicable building codes.

PART 2 - PRODUCTS

2.01 General

- A. General Metal Fabrication: Shop fabricate sheet metal units to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. 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 units to fit substrates. Form exposed sheet metal Work without excessive oil canning, buckling and tool marks, true at line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate non-moving seams in sheet metal with flat lock seams. For metal, tin edges to be seamed, form seams, and solder.
- C. Expansion Provisions: Where lapped or bayonet type expansion provisions in Work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with sealant (concealed within joints).
- D. 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 sealant, in compliance with SMACNA standards.

2.02 Sheet Metal

A. Stainless Steel

- 1. Comply with ASTM A 480, AISI Type 304, 26 gauge (0.018") stainless steel, unless otherwise indicated. 2D annealed finish, hard.

B. Copper

- 1. General: Comply with ASTM B 370, 16/20 oz. hard temper (Type H00) cold rolled copper.
- 2. Gutter: 20 oz. copper.
- 3. Continuous Mesh Debris Guard (for gutter).
- 4. Enclosure: 20 oz. copper.
- 5. Downspout: 20 oz. copper, corrugated, 3" diameter.
- 6. Downspout straps: 20 oz. copper.



C. Brass

1. General: Comply with ASTM B 36, ½ hard Alloy 260
2. Gutter Brace: 1/8" thickness.
3. Gutter Stiffening bar: 3/16" thickness.
4. Gutter Hangers: 1/8" thickness.

2.03 Pre-Formed Sheet Metal Flashing

A. Pre-Formed Sheet Metal Flashing (Stainless Steel)

1. Comply with ASTM A 480, brake formed AISI Type 304, 26 gauge (0.018") stainless steel, unless otherwise indicated. 2D annealed finish, hard.

B. Pre-Formed Sheet Metal Flashing (Copper)

1. Comply with ASTM B 370, brake formed 16 oz. hard temper (Type H00) cold rolled copper.

C. Pre-Formed Sheet Metal Flashing (Aluminum)

1. Comply with ASTM B 209, 6063-T5 alloy, mill finish, shop pre-coated, 0.026" thick minimum except as otherwise indicated

2.04 Interlocking Sheet Metal Flashing

A. Interlocking Sheet Metal Flashing (Copper)

1. Comply with ASTM B 370, brake formed 20 oz. hard temper (Type H00) cold rolled copper.

2.05 Fabric Flashing

A. Stainless Steel Composite Fabric Flashing

- | | |
|---|-----------------|
| 1. Multi-Flash SS
Stainless Steel Fabric Laminate (2 mil / 0.002") | York |
| 2. Mighty-Flash Stainless Steel Fabric Flashing | Hohmann-Barnard |
| 3. SS ThruWall | Prosoco |
| 4. Or approved equal | |

B. Modified Bitumen Fabric Flashing

- | | |
|----------------------|------------------|
| 1. Bituthene 3000 | W.R. Grace & Co. |
| 2. Blueskin WP 200 | Henry |
| 3. CCW-705 | Carlisle |
| 4. Or approved equal | |



2.06 Sheet Metal Counterflashing and Cleats

A. 2-Piece Counterflashing (Stainless Steel)

1. Comply with ASTM A 480, AISI Type 304, 26 gauge (0.018") stainless steel, unless otherwise indicated. 2D annealed finish, hard.

B. Cleats (Stainless Steel)

1. Comply with ASTM A 480, AISI Type 304, 26 gauge (0.018") stainless steel, unless otherwise indicated. 2D annealed finish, hard.

2.07 Accessories

A. Solder (for copper)

1. 50 - 50 tin / lead solder (ASTM B 32), with rosin flux.

B. Butyl Caulk

- | | |
|---|--------|
| 1. SikaLastomer 511 | Sika |
| 2. Butyl Sealant | Tremco |
| 3. Butyl-Flex Gutter and Flashing Sealant | DAP |
| 4. Or approved equal | |

C. Utility Mastic

- | | |
|----------------------|----------------------------|
| 1. Cop-R-Tite | York |
| 2. TWM-1 Mastic | Tamko Building Products |
| 3. Utility Mastic | Advanced Building Products |
| 4. Or approved equal | |

D. Flashing Cement

- | | |
|---|---------------------------|
| 1. MBR Flashing Cement (2 part) | Johns Manville |
| 2. Matrix 201 Premium SBS Flashing Cement | GAF Materials Corporation |
| 3. Flashing Cement | Karnak |
| 4. Or approved equal | |

E. Hammer Drive Anchor

- | | |
|---------------------------------|--------------------|
| 1. HMH SS 304 Metal Anchor | Hilti |
| 2. Zamac Hammer Screw | Powers |
| 3. Zinc Nailon Pin Drive Anchor | Simpson Strong-Tie |
| 4. Or approved equal | |

F. Blind Rivet

- | | |
|-------------------------------|---------|
| 1. POP Rivet | Stanley |
| Match material being secured. | |



- | | |
|--|----------|
| 2. Grip Range Rivet
Match material being secured. | Fastenal |
| 3. Blind Rivet | Grainger |
| 4. Or approved equal | |

G. Termination Bar

- | | |
|---|----------------------------|
| 1. York 26 Gauge Stainless Steel Termination Bar w/
Sealant Lip
Stainless Steel | York |
| 2. T-2 Termination Bar
Stainless Steel | Hohmann-Barnard |
| 3. Termination Bar | Advanced Building Products |
| 4. Or approved equal | |

H. Wire Strainer (Brass)

Custom fabricated to be compatible with the gutter by manufacturer of the gutter assembly

I. Splash Block

- | | |
|--|--|
| 1. SplashGuard SG24 | Suncast Corporation |
| 2. Custom fabricated to match approved product | Architectural Molded
Composites, Inc. |
| 3. Custom fabricated to match approved product | Essex Works |
| 4. Or approved equal | |

PART 3 - EXECUTION

3.01 Installation Requirements

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual".
- B. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units. Conceal fasteners where possible.
- C. Completely isolate dissimilar metals or corrosive substrates to achieve permanent separation to prevent electrolytic corrosion.

3.02 Cleanup and Protection

- A. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finish.



- B. Ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION 076200



078400

FIRESTOPPING

PART 1 - GENERAL

1.01 Related Document

- 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 firestopping at penetrations and juncture joints of fire-rated roofs, floors and walls.

1.03 Definitions

- A. Penetration: Any opening or foreign material passing through or into a fire-rated barrier.
- B. Fire-rated: Have the ability to withstand the effects of a standard fire exposure for a specified time period, as determined by qualified testing agency.
- C. Fire-rated Barrier: A floor, wall, partition or floor-ceiling assembly able to withstand a standard fire and hose stream test without failure.
- D. Fire Resistance Rating: The ability of a structure to act as a barrier to the spread of fire and to confine it to the area of origin. Ratings are expressed in hours and apply to beams, columns, floors, ceilings, roofs, walls and partitions.
- E. Firestopping: A means of sealing openings in fire-rated barriers to preserve or restore the fire resistance rating.
- F. Firestop System: A material, or combination of materials, installed to retain the integrity of fire-rated construction by maintaining an effective barrier against the spread of flame, smoke or gases through penetrations in fire-rated barriers. It shall be used in specific locations as follows:
 - 1. Penetrations for the passage of duct, cable, cable tray, conduit, piping and electrical busways and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor slabs and floor/ceiling assemblies), and vertical service shafts.
 - 2. Openings between floor slabs and curtain walls.
 - 3. Openings between structurally separate sections of walls or floors.
 - 4. Construction joints between the top of walls and floor or roof slab and steel deck assemblies, or, concrete floor or roof slab.
 - 5. Vertical service shafts at each floor level.
 - 6. Expansion joints in walls and floors.



7. Openings and penetrations in fire-rated partitions or walls containing fire doors.
8. Other locations indicated in the Contract Documents.

1.04 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Contractor to provide Manufacturer Approved Credentials (On-demand).
- C. Product Test Reports:
 1. Firestopping Test Reports.
- D. Manufacturer's Certifications (On-demand). Refer to Section 1.06 below for the specified requirements compliance.
- E. Sample Warranty: Prior to commencing firestopping Work, submit sample warranty and warranted application procedures from manufacturer.

1.05 Performance Requirements

- A. Technical Requirements:
 1. Firestopping materials shall be UL Classified as "fill, void or cavity material" for use in through-penetration firestop systems.
 2. Firestop systems shall provide a fire resistance rating at least equal to the hourly resistance rating of the fire-rated barrier.
 3. Firestop systems shall have been tested in accordance with ASTM E 814 or UL 1479 under a minimum positive pressure of 0.01 in. of water.
- B. General Considerations:
 1. Firestop systems do not re-establish the structural integrity of load bearing partitions. Contractor to consult the Commissioner prior to penetrating any load bearing assembly.
 2. Firestop systems are not intended to support live loads or traffic. Contractor shall consult the Commissioner if there is reason to believe these limitations may be violated.
 3. When more than one firestop system design is applicable, individual characteristics should be evaluated for secondary benefits in performance, e.g. water/air sealing, ease of installation/modification, or building movement.

1.06 Quality Assurance

- A. Comply with the following:
 1. ASTM E 84.
 2. ASTM E 814.
 3. UL 1479.
 4. UL Fire Resistance Directory; Through-Penetration Firestop Systems (XHEZ), and Fill, Void or Cavity Materials (XHHW).



1. Prevent flame pass-through.
 2. Restrict temperature to not exceed 325 degrees F over ambient on side of assembly opposite flames.
 3. Provide a positive smoke seal.
 4. Withstand hose stream test.
- C. Firestopping materials shall be asbestos-free, emit no toxic or combustible fumes and be capable of maintaining an effective barrier against flame, smoke, gas, and water in compliance with requirements of this Section.
- D. Firestopping materials/systems shall be flexible to allow for normal movement of building structure and penetrating items(s) without affecting the adhesion or integrity of the system.
- E. Firestopping materials shall not require hazardous waste disposal of used containers/packages.
- F. On insulated pipe, the fire-rating classification must not require the removal of the insulation.
- G. Firestopping materials shall be free of solvents and shall not experience shrinkage while curing.

PART 3 - EXECUTION

3.01 Examination

- A. Verify that penetration elements are properly located and securely fixed, with the proper space between the penetration element and surfaces of the opening.

3.02 Preparation

- A. Clean surfaces of opening

3.03 Installation

- A. Install firestopping system in strict accordance with the manufacturer's instructions to obtain the fire-rating required at the specific location.
- B. Provide escutcheons for piping at each side of penetration.

3.04 Field Quality Control

- A. Inspect all installations to ensure that all Work meets the requirements specified.

END OF SECTION 078400



079200

JOINT SEALANTS

PART 1 - GENERAL

1.01 Related Document

- 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 joint sealants, and related cleaners, primers and accessories (e.g., backer rod, etc.).

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Sealant: For each type and color of sealant to be incorporated in the Work. Samples shall be fully cured.
 - 2. Lead Weather Cap.
- C. Pre-construction Test Reports:
 - 1. Compatibility and Adhesion Test Reports.
 - 2. Field Adhesion Test Reports.
- D. Joint Sealant Installation Log (On-demand).
- E. Warranty Prerequisites:
 - 1. Sample Warranty: Prior to installation, submit sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports/Certifications to obtain Warranty (On-demand).

1.04 Performance Requirements

- A. Provide joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.05 Tests and Inspections

- A. Pre-construction Testing:
 - 1. Compatibility and Adhesion Testing:



- a. Test Specimens: Provide to joint sealant manufacturer four (4) test specimens of each Project joint substrate and other materials that will contact or affect joint sealants (e.g., shims, backings, secondary seals, etc.).
 - b. Testing: Manufacturer shall perform required tests to determine compatibility of materials with one another, and whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - c. Test Reports: Obtain from manufacturer test reports and written recommendations for primers and substrate preparation needed for adhesion. Where joint sealants are specified to be non-bleeding (or non-staining) to porous substrates, manufacturer shall certify that the sealant products have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
 - d. Acceptance: Obtain Commissioner's written acceptance of test reports and recommendations before proceeding with joint sealant Work.
2. Field Adhesion Testing:
- a. Performance Models: Construct performance models following joint sealant manufacturer's recommendations for removal of sealant and backings (at existing joints), joint preparation, and installation of sealant. Individual models shall be constructed for each combination of joint substrate and sealant represented on the Project, at locations determined by Commissioner, and each shall be a minimum of three (3) feet in length.
 - b. Testing: Follow joint sealant manufacturer's test recommendations. Where manufacturer does not specify test recommendations, follow Method A (Field-Applied Sealant Joint Hand Pull Tab) in Appendix X1.1 in ASTM C 1193 appropriate for the types of Project joints. For joints with dissimilar substrates, verify adhesion to each substrate separately.
 - 1) Arrange for Commissioner and manufacturer's authorized representative to be present at testing, provide five (5) business days' notice.
 - 2) Retest as necessary until satisfactory adhesion is obtained.
 - c. Test Reports: Reports shall include date of test, location, date joint sealant was installed, Project joint substrates involved, joint preparation method, sealant and other products used, test method, and test results.
 - d. Acceptance: Obtain Commissioner's written acceptance of test results before proceeding with joint sealant Work.

1.06 Joint Sealant Installation Log

- A. Maintain a tabular log of all joint sealant installations including columns for date, temperature, weather conditions, and location(s).

1.07 Project Conditions

- A. Do not proceed with installation of joint sealants (and primers) under the following conditions:
 1. When conditions are outside the limitations permitted by the product manufacturer.
 2. When ambient and joint substrate temperature is below 40° F.



- 3. When joint substrates are damp or wet. Comply with ASTM C 1193 Paragraph 5.8.3 (Moisture) and Paragraph 16.2 (Environmental Conditions).
- 4. When joints do not comply with requirements for joint configurations, and sealant installation tolerances.

1.08 Warranty

- A. Joint Sealant Manufacturer's Warranty: Written form in which manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 - 1. Warranty Period for Silicone Sealants: Twenty (20) Years, No Dollar Limit (NDL).
 - 2. Warranty Period for Premolded Control Joint: Five (5) Years, No Dollar Limit (NDL).
- B. Manufacturer's Inspection and Certification:
 - 1. Coordinate inspections required by manufacturer. Provide three (3) business days notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
 - 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's certification stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 General

- A. Product Callout Abbreviations Key: Sealant product callouts include the following abbreviations:
 - 1. NT.....Non-traffic
 - 2. TTraffic
 - 3. NS.....Nonsag
 - 4. PPourable
- B. Colors of Exposed Sealant Joints: Where not specifically indicated, Commissioner will select colors through the sample submittal process.

2.02 Sealants – For General Weathersealing (Non-traffic / Non-sag)

- A. Sealant: NT(NS)



- | | |
|--|------------------------------------|
| 1. 756 SMS Building Sealant
Non-bleed Formulation | Dow Corning Corporation |
| 2. SilPruf NB SCS9000
Non-bleed Formulation | Momentive Performance
Materials |
| 3. SikaSil WS 295 | Sika |
| 4. Or approved equal | |

2.03 Premolded Control Joint

A. Premolded Control Joint

- | | |
|--|--------|
| 1. COLORSEAL
Color to be selected by Commissioner | EMSEAL |
|--|--------|

2.04 Cleaners and Primers

A. Cleaner

1. Non-staining cleaner as recommended by sealant manufacturer for each substrate.

B. Primer

1. Non-staining primer as recommended by sealant manufacturer.

2.05 Accessories

A. Compressible Filler

- | | |
|------------------------------------|-------------------|
| 1. #NS Closed Cell Neoprene Sponge | Hohmann & Barnard |
| 2. DA 2010 Rapid Expansion Joint | Dur-O-Wal |
| 3. Ceramar | W.R. Meadows |
| 4. Or approved equal | |

B. Backer Rod

1. As recommended by sealant manufacturer.

C. Bond Breaker Tape

1. Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

D. Lead Weather Cap

- | | |
|----------------------|------------------|
| 1. Lead Weather Caps | Weathercap, Inc. |
|----------------------|------------------|



2. Lead T-Caps
3. Lead T-Caps
4. Or approved equal

Nuclead Inc.
Jamestown North America

E. Masking

1. Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 Removal of Existing Joint Sealant

- A. Where existing sealant is indicated to be replaced, perform selective demolition as follows:
1. Remove sealant (and backings as applicable), sealant and primer residue, and other contaminants capable of interfering with adhesion of new sealant to joint substrates.
 2. Remove only that portion of existing sealant (and backing, as applicable) that can be installed the same working day.

3.02 Preparation

- A. Surface Cleaning of Joints: Clean out joints immediately before installation as follows:
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants.
 - b. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 2. Remove laitance and form-release agents from concrete joint substrates.
 - a. Clean nonporous surfaces with cleaner as recommended by manufacturer. Ensure that cleaner does not stain, harm, or leave residues capable of interfering with adhesion of joint sealants on joint substrates.
- B. Joint Priming: Prime joint substrates as recommended by joint sealant manufacturer. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that 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.



3.03 Installation

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of type indicated to support sealants during application and at position required to produce uniform cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install sealants at the same time backings are installed and using proven techniques that comply with the following:
 - 1. Place sealants so they directly contact and fully wet joint substrates with sealant.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 2. Provide concave joint configuration per Figure 8A in ASTM C 1193, unless otherwise indicated.

3.04 Cleanup

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants, and manufacturers of joint substrate materials.

END OF SECTION 079200



081113

HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.01 Related Document

- 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 hollow metal doors and frames. Refer to Drawings for door sizes, locations, and additional requirements.
- B. Related Sections:
 - 1. 087100 (Door Hardware)

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Shop Drawings: Showing door and frame elevations, interior reinforcement, cut outs for hardware, anchoring method and finish.

1.04 Quality Assurance

- A. Wherever fire resistance classification is shown on Drawings for steel doors and frames, provide fire rated units that have been tested as fire door assemblies and comply with NFPA 80 and these Specifications. Identify each door and frame with metal UL, FM or WHI labels indicating applicable fire class of the unit. Rivet or weld labels on the hinge edge of door and jamb rabbet of frame.
- B. As a minimum, conform to requirements of SDI 100, Grade II, heavy duty steel doors and frames.

1.05 Warranty

- A. Provide written full, unlimited "Life of Original Installation" warranty, commencing at date of installation, for replacement, re-hanging and refinishing due to defects in materials and workmanship.



PART 2 - PRODUCTS

2.01 General

- A. Materials to comply with the following:
 - 1. Sheet Stainless Steel: Standard: Cold-rolled, type 304 with a No. 4 polished finish or satin finish select one
 - 2. Sheet Steel: Cold-rolled, rust resisting, commercial sheet steel conforming to ASTM A 366.
- B. Fabricate hollow metal doors and frames to comply with the following:
 - 1. All hollow metal doors and frames shall be built up, assembled, primed and galvanized in the shop.
 - 2. Provide steel frames for doors of size and profile as indicated.
 - 3. Factory pre-fit doors to fit frame opening sizes indicated with uniform clearances and bevels as indicated below:
 - a. Jams and Heads: 1/8".
 - b. Meeting Stiles: 1/16" per leaf at meeting stiles for pairs of doors.
 - c. Bottom of Door:
 - 1) Where no threshold is indicated maintain 1/8" from bottom of door to top of finish floor surface.
 - 2) Where threshold is indicated maintain 1/4" from bottom of door to top of threshold.
 - 4. Glazed Openings: Factory pre-glaze doors for applications indicated.
- C. Factory Finishing:
 - 1. Pre-finish hollow metal doors at factory.
 - 2. Chemically wash, rinse and dry exposed and concealed surfaces of fabricated units.
 - 3. Apply one coat of rust-inhibiting primer to exposed surfaces of oven-baked units.
 - 4. Units shall comply with Salt Spray Test (ASTM B 117) for 120 continuous hours.

2.02 Exterior Doors

- A. Exterior Hollow Metal Door (Steel)
 - 1. Medallion Ceco Door Products
 - 2. Galvannealed Steel North American Door Corp.
 - 3. 'B' series Steelcraft, Ingersoll-Rand
 - 4. Or approved equal
- B. Galvannealed with factory finished clear coat.



- C. Unless otherwise indicated, doors shall be flush, swing type, and 1-3/4" thick. Door heights and widths shall be as indicated. All labeled doors and frames shall conform to UL requirements.

2.03 Accessories

- A. See Section 087100 for Door Hardware and Accessories.

2.04 Hollow Metal Frames

- A. Frames shall be 14 ga. steel, properly framed together with all joints welded and welds ground smooth.

PART 3 - EXECUTION

3.01 Installation

- A. Install hollow metal doors and frames to comply with manufacturer's instructions, applicable requirements of referenced quality standard, and as indicated.
- B. Comply with SDI 100.
 - 1. Frames to be anchored to previously placed concrete or masonry shall be through-bolted to substrate using expansion bolts and sleeves in pre-drilled holes; minimum 2-1/2" bite.
 - 2. Frames to be anchored to masonry shall be set in place with at least 3 masonry veneer anchors in each jamb.
 - 3. Grout cavities solid in masonry walls.
 - 4. Diagonal distortion shall not exceed 1/8", measured with a straight edge, corner to corner.
 - 5. Isolate metals from dissimilar metals or corrosive substrates using bituminous coatings or other means of permanent separation to prevent electrolytic corrosion.
- C. Job-fit Doors:
 - 1. Align and fit doors in frames with uniform clearances and bevels shall be the same as indicated for fabrication of factory pre-fit doors.
 - 2. Do not trim stiles and rails in excess of limits set by manufacturer or permitted with fire-rated doors.
 - 3. Machine doors for hardware.
 - 4. Seal cut surfaces after fitting and machining.
- D. Pre-fit Doors: Fit to frames for uniform clearance at each edge.
- E. Factory-finished Doors: If fitting or machining is required at Project site, restore finish before installation.
- F. Install door hardware as per hardware item manufacturer's instructions.



3.02 Adjusting

- A. Doors must swing or operate freely.
- B. Adjust hardware for smooth operation.

END OF SECTION 081113



086300

METAL-FRAMED SKYLIGHTS

PART 1 - GENERAL

1.01 Related Document

- 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 engineering and manufacture of an aluminum framed skylight, glazed with polycarbonate insulated hurricane resistant panels.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for metal-framed skylights.
- B. Shop Drawings and Calculations for metal-framed skylights: a Professional Engineer licensed in the State of New York shall be responsible for the structural design of the skylight system. All shop drawings and calculations shall be signed and sealed by the Professional Engineer:
1. Include plans, elevations, sections, and attachment details.
 2. Indicate structural loadings and reactions to be transmitted to supporting curbs.
 3. Include details of provisions for assembly expansion and contraction and for draining moisture within the assembly to the exterior.
 4. Include full-size isometric details of each vertical-to-horizontal intersection of assembly, showing the following:
 - a. Joinery including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.
 - d. Glazing.
 - e. Flashing and drainage.
- C. Samples:
1. Color charts: Sealant and metal finish manufacturers' standard color charts.
 2. Aluminum Finish Samples: For each type of exposed finish required, in a representative section of each skylight of minimum 12-inch length.



3. **Glazing Samples:** For each color and finish of glazing indicated, 12-inch square and of same thickness indicated for the final Work.
- D. **Warranties:** sample warranties as specified in the Section below.
- E. **Product Test Reports:** For metal-framed skylights, for tests performed by a qualified testing agency.

1.04 Quality Assurance

- A. **Contractor Qualifications:** Contractor to provide credentials for installation of metal-framed skylights required for this Project and be properly trained by the manufacturer.
- B. **Manufacturer Qualifications:** A manufacturer capable of fabricating metal-framed skylights that meet or exceed performance requirements indicated and of documenting this performance by inclusion in lists and by labels, test reports, and calculations. Material and products shall be manufactured by companies continuously and regularly employed in the manufacture of materials of type specified, for a period of at least 3 consecutive years. Where components of the skylight system are provided by different Manufacturers, the components shall be compatible and capable of accomplishing an acceptable completed system.
- C. **Structural-Sealant Glazing:** Comply with recommendations in ASTM C 1401, "Guide for Structural Sealant Glazing," for joint design and quality-control procedures.
 1. Joint designs are reviewed and approved by structural-sealant manufacturer.
 2. Quality-control program development and reporting comply with ASTM C 1401 recommendations for material qualification procedures, preconstruction sealant-testing program, and procedures and intervals for fabrication and installation reviews and checks.
 3. Perform manufacturer's standard tests for compatibility and adhesion of sealants with each material that will come in contact with sealants.

1.05 Warranty

- A. **Manufacturer's Warranty:** Manufacturer agrees to repair or replace components of metal framed skylights that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: Five years (5) from date of Substantial Completion.
 2. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration caused by thermal movements.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - d. Adhesive or cohesive sealant failures.
 - e. Water leakage.



- B. Special Aluminum-Finish Warranty: Manufacturer agrees to repair or replace components on which finishes fail within specified warranty period. Warranty does not include normal weathering.
1. Warranty Period: Twenty (20) years from date of Substantial Completion.
 2. Failures include, but are not limited to, the following:
 - a. Checking, crazing, and peeling, chalking, and fading of finishes.
- C. Glazing Warranty: Manufacturer agrees to repair or replace components on which finishes fail within specified warranty period. Warranty does not include normal weathering.
1. Warranty Period: Ten (10) years from date of Substantial Completion.
 2. Failures include, but are not limited to, the following:
 - a. Excessive yellowing or loss of light transmission, breakage upon impact smaller than it shall be able to withstand.

PART 2 - PRODUCTS

2.01 Performance Requirements

- A. Engage a qualified professional engineer licensed in the State of New York, to engineer metal-framed skylights and submit details to be approved by the Commissioner.
- B. Provide metal-framed skylight, including anchorage, capable of withstanding, without failure, the effects of the following:
1. Structural loads
 2. Thermal movements
 3. Dimensional tolerances of building frame and other adjacent construction
- C. Failure includes the following:
1. Deflection exceeding specified limits.
 2. Water leakage.
 3. Thermal stresses transferred to building structure.
 4. Noise or vibration created by wind and thermal and structural movements.
 5. Framing members transferring stresses, including those caused by thermal and structural movements, to glazing.
 6. Loosening or weakening of fasteners, attachments, and other components.
 7. Sealant failure.
- D. Structural Loads:
1. Wind Load: 30 psf.
 2. Snow Load: 30 psf.
 3. Concentrated Live Loads: 250 pounds applied to framing members at locations that will produce greatest stress or deflection.
 4. Load Combinations: Calculate according to requirements of NY State code.



- E. Deflection of Framing Members: At design wind pressure, as follows:
 - 1. Deflection Normal to Glazing Plane: Limited $L/175$ of clear or an amount that restricts edge deflection of individual glazing lites to $3/4$ inch, whichever is less.
 - 2. Deflection Parallel to Glazing Plane: Limited to $L/360$ of clear span or $1/8$ inch, whichever is less.
- F. Lateral Bracing of Framing Members: Compression flanges of flexural members are laterally braced by cross members with minimum depth equal to 50 percent of flexural member that is braced. Glazing does not provide lateral support.
- G. Structural-Test Performance: to ASTM E 330
 - 1. Performance at Design Load: When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified deflection limits.
 - 2. Performance at Maximum Test Load: When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
 - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- H. Air Infiltration: ASTM E 283
 - 1. Minimum static-air-pressure difference: of 1.57 lbf/sq. ft.
 - 2. Maximum air leakage: of 0.06 cfm/sq. ft.
- I. Water Penetration under Static Pressure: ASTM E 331
 - 1. Minimum static-air-pressure difference: 6.24 lbf/sq. ft.
 - 2. Water leakage: None.
- J. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F material surfaces.
- K. Structural Sealant: Capable of withstanding tensile and shear stresses imposed without failing adhesively or cohesively. When tested for preconstruction adhesion and compatibility, cohesive failure of sealant shall occur before adhesive failure.

2.02 Manufacturers

- A. Final approval of a Manufacturer is subject to compliance with all requirements of this Section. Provide products by one of the following:
 - 1. Bristolite Daylighting Systems, Inc.
 - 2. CPI Daylighting, Inc.
 - 3. Extech Exterior Technologies, Inc.
 - 4. J. Sussman, Inc.
 - 5. Wasco Skylights, Inc.
 - 6. Or approved equal



2.03 Skylight Framing Systems

A. Metal-Framed Skylight

1. Aluminum Framing Systems: Manufacturer's standard extruded-aluminum members of thickness required and reinforced as required to support imposed loads.
2. Aluminum: Alloy and temper as recommended in writing by manufacturer for type of use and finish indicated.
 - a. Sheet and Plate: ASTM B 209 (ASTM B 209M).
 - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
 - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
 - d. Structural Profiles: ASTM B 308/B 308M.
3. Pressure Caps: Manufacturer's standard aluminum components that mechanically retain glazing.
 - a. Include snap-on aluminum trim that conceals fasteners.
4. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with non-staining, nonferrous shims for aligning skylight components.
5. Fasteners and Accessories: Manufacturer's standard, corrosion-resistant, non-staining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - a. At pressure caps, use ASTM A193, 300 series stainless-steel screws.
 - b. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - c. Reinforce members as required to receive fastener threads.
6. Anchor Bolts: ASTM A 307, Grade A, mechanically deposited zinc coating, ASTM B 695, Class 50.
7. Concealed Flashing: Manufacturer's standard, corrosion-resistant, non-staining, non-bleeding flashing compatible with adjacent materials.
8. Exposed Flashing and Closures: Manufacturer's standard aluminum components not less than 0.030 inch thick.
9. Framing Sealants: As recommended in writing by manufacturer.

2.04 Glazing Systems

A. Glazing

1. Polycarbonate Glazing Panels and Battens: complying with ASTM E1886 and ASTM E1996 with the following panel construction:
 - a. The extruded panels shall be uniform in color with an integral extruded multi-cell core. The panel's exterior skins shall be interconnected and spaced apart by continuous perpendicular supporting ribs. The space between the two exterior skins, in a cross section, shall be divided by multiple parallel intermediate walls.
 - b. Panels shall consist of a polycarbonate resin with permanent, co-extruded, ultraviolet (UV) protective layers on both sides of the panels. These protective layers shall be



co-extruded by the manufacturer during the original extrusion of the panel and shall be a permanent part of both the interior and exterior of the panels. Post-applied coating or films of dissimilar materials are unacceptable. Battens shall be of similar UV resistant co-extruded polycarbonate materials.

- c. Panels shall be minimum 20mm (25/32") thick, exclusive of the perpendicular toothed elements incorporated into each side.
 - d. Color (Panel): as required to meet Thermal and Solar Performance requirements below.
 - e. Color (Polycarbonate Batten): same as color of panel.
2. Thermal and Solar Performance:
- a. Insulation Value ("U-Value"): ≤ 0.30 BTU/hr.sq. ft.degree
 - b. Light Transmission (LT %): $\geq 40\%$
 - c. Solar Heat Gain Coefficient (SHGC): ≤ 0.40
 - d. The system shall incorporate approved light-transmitting panels, with a CC1 fire rating classification as tested per ASTM D-635 or equivalent.

2.05 Aluminum Finishes

- A. High-Performance Organic Finish: Three -coat fluoropolymer finish complying with AAMA 2605 and containing not less than 50 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
1. Color and Gloss: As selected by Commissioner from manufacturer's full range.

2.06 Fabrication

- A. Where practical, fit and assemble metal-framed skylights in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Fabricate aluminum components that, when assembled, have the following characteristics:
1. Profiles that are sharp, straight, and free of defects or deformations.
 2. Accurately fitted joints with ends coped or mitered.
 3. Internal guttering systems or other means to drain water passing joints and moisture migrating within skylight to exterior.
 4. Physical and thermal isolation of glazing from framing members.
 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
- C. Fabricate aluminum sill closures with weep holes and for installation as continuous component.
- D. Reinforce aluminum components as required to receive fastener threads.



- E. Prepare surfaces that will contact structural sealant according to structural-sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
- F. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

PART 3 - EXECUTION

3.01 Examination

- A. Examine areas and conditions, with Installer present, 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.

3.02 Installation

- A. General: Comply with manufacturer's written instructions.
 - 1. Do not install damaged components.
 - 2. Fit joints between aluminum components to produce hairline joints free of burrs and distortion.
 - 3. Rigidly secure non-movement joints.
 - 4. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
 - 5. Seal joints watertight unless otherwise indicated.
- B. Metal Protection: Where aluminum will contact dissimilar materials, protect against galvanic action by painting contact surfaces with protective coating or by installing nonconductive spacers as recommended in writing by manufacturer for this purpose.
- C. Install continuous aluminum sill closure with weatherproof expansion joints and locked and sealed or welded corners. Locate weep holes at rafters.
- D. Install components to drain water passing joints, and moisture migrating within skylight to exterior.
- E. Install components plumb and true in alignment with established lines and elevations.
- F. Structural-Sealant Glazing:
 - 1. Prepare surfaces that will contact structural sealant according to structural-sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
 - 2. Install weatherseal sealant according to weatherseal-sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind weatherseal sealant as recommended in writing by weatherseal-sealant manufacturer.
- G. Erection Tolerances: Install metal-framed skylights to comply with the following maximum tolerances:



1. Alignment: Limit offset from true alignment to 1/32 inch where surfaces abut in line, edge to edge, at corners, or where a reveal or protruding element separates aligned surfaces by less than 3 inches; otherwise, limit offset to 1/8 inch.
2. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet but no greater than 1/2 inch over total length.

3.03 Field Quality Control

- A. Water-Spray Test: Before installation of interior finishes has begun, assemblies shall be tested with a water hose and spray nozzle for a period of 15 minutes. There shall be no water penetration.
 1. Repair or remove work where test results and inspections indicate that it does not comply with specified requirements.
 2. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.04 Cleaning

- A. Clean exposed metal-framed skylight surfaces according to manufacturer's written instructions. Touch up damaged metal coatings and finishes.
- B. Remove excess sealants, glazing materials, dirt, and other substances.
- C. Remove and replace glazing that has been broken, chipped, cracked, abraded, or damaged during construction period.
- D. Protect metal-framed skylight surfaces from contact with contaminating substances resulting from construction operations.

END OF SECTION 086300



087100 DOOR HARDWARE

PART 1 - GENERAL

1.01 Related Document

- 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 finish hardware (aka builder's hardware) for doors, such as, hinges, exit devices, closures, saddles, weather stripping, etc.
- B. Related Sections:
 - 1. 081113 (Hollow Metal Doors and Frames)

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Threshold: For each type including fasteners in color selected.
- C. Master Hardware Table: Prior to ordering hardware, submit as indicated.

1.04 Quality Assurance

- A. Hardware Sets From Single Source: Obtain each kind of hardware (hinges, locks and latch sets, closures, etc.) from only one manufacturer.
- B. Comply with the following:
 - 1. American Insurance Association.
 - 2. National Board of Fire Underwriters Laboratories, Inc.
- C. Each hardware item shall bear a label or mark of the Underwriters Laboratories, Inc., indicating its conformity with requirements for its specified use.
- D. Fire Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA 80. Provide only hardware which has been tested and listed by UL, FM, WH for types and sizes of doors required and which complies with requirements of door and door frame labels.
- E. Barrier Free Requirements: Maximum pressure applied to the latch area to open exterior doors shall not exceed fifteen (15) pounds. Interior doors which have a self-closing feature shall require pressure not to exceed eight (8) pounds.



1.05 Master Hardware Table

- A. Before any finish hardware is ordered or purchased, field verify all hardware requirements to ensure compatibility.
- B. Prepare a complete master hardware table listing all finish hardware.
 - 1. Organize table by hardware sets indicating every item required for each door opening. Including the following information:
 - a. Manufacturer name.
 - b. Brand, catalog number.
 - c. Type, style, function, size, material, and finish.
 - d. Location of hardware set cross-referenced to indications on Drawings.
 - e. Door frame sizes and materials.
 - f. Fastenings and other pertinent information.
 - g. Explanation of all abbreviations, symbol, codes, etc. contained in table.
- C. Revise master hardware table as needed to reflect hardware requirements.

PART 2 - PRODUCTS

2.01 General

- A. Door Thickness and Operation: Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements. The Drawings show the direction of slide, swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of the door movement as shown.
- B. Templates: Furnish hardware templates to each fabricator of doors, frames and other Work to be factory prepared for the installation of hardware.
- C. Keying: All cylinders shall be Best interchangeable core type and shall be provided with keyed, brass construction cores.
- D. Base Materials: Produce hardware units of the basic metal and forming method indicated, using the manufacturer's standard metal allow, composition, temper and hardness, but in no case of lesser (commercially recognized) quality than specified for the applicable hardware units.
- E. Finish: Hardware shall be uniform in color and finish and free from imperfections affecting its appearance, function, operation and serviceability. Such hardware shall be suited and adapted to its required use and shall fit its respective location.
- F. Fasteners:
 - 1. Manufacturer's hardware to conform to published templates, generally prepared for machine installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, unless otherwise indicated.



2. Provide Philips flat-head screws for installation with each hardware item, unless otherwise indicated.
3. Finish of screws, exposed under any condition, shall match the hardware finish; or, if exposed in surfaces of other construction, screws shall match the finish of such other construction as closely as possible, including "prepared for paint" in surfaces to receive painted finish.

2.02 Hinges

A. Hinges

- | | |
|---|-----------------|
| 1. TB2714 (4-1/2 inches x 4 inches) | McKinney |
| 2. Approved equal (4-1/2 inches x 4 inches) | Stanley |
| 3. Approved equal (4-1/2 inches x 4 inches) | Hager Companies |
| 4. Or approved equal | |

2.03 Exit Device and Panic Bars

A. Exit Device

- | | |
|----------------------|-----------------|
| 1. 8800ETA | Sargent |
| 2. 99 Series | VonDuprin |
| 3. 4700 Series | Hager Companies |
| 4. Or approved equal | |

B. Panic Bar with Lever

- | | |
|--|--------------------------|
| 1. Series 5114
With "Exit Alarm: battery operated" (RALK) and lever with
no key (814A) | Precision Hardware, Inc. |
| 2. Series 22L-BE with alarm kit (ALK) | VonDuprin |
| 3. 5800 Series Alarmed Exit Device with 28-L-LL lever | Sargent |
| 4. Or approved equal | |

2.04 Door Closers

A. Door Closer

- | | |
|----------------------|-----------------|
| 1. 1431 | Sargent |
| 2. 5800R | Hager Companies |
| 3. LCN 4000 Series | VonDuprin |
| 4. Or approved equal | |



2.05 Door Saddles (Thresholds)

A. Multi-Part Adjustable Saddle

1. Series 77 Zero International

B. General:

1. Fabricate saddle assemblies to meet AAMA 603 Specification.
2. Metal door saddles shall be 6063 Aluminum Alloy with clear finish.
3. Fastening:
 - a. Include exposed and concealed fasteners, sealants, flashing materials, seals and adhesive required for complete assembly of systems indicated.
 - b. All fastening screws, matching items in color and finish specified, shall be supplied with saddle assemblies. Phillips, slotted, flat, truss, and pan wood screw heads are supplied in either stainless steel, zinc or brass plated steel at no extra cost.
 - c. Lead shields, machine screws and anchors are supplied by request at Contractor's cost.

2.06 Door Stops and Head/Jamb Protection

A. Door Stop

1. 475A Zero International
Extruded aluminum stop with closed cell neoprene cushion strip (ASTM D 1056)
2. Snap Cover Perimeter Gasketing with Concealed Fasteners 29310 CPK Pemko
Clear Anodized Aluminum with Gray PemkoPrene insert
3. Adjustable Surface Astragal 95CV Reese
Clear anodized aluminum with vinyl bulb
4. Or approved equal as recommended by door manufacturer

B. Head/Jamb Protection

1. 100A Zero International
Extruded aluminum with neoprene solid strip (Dupont MIL-R-6855 Class II Grade 55 Soft - Oil-resistant, -67 degrees)
2. 29310 CPK Snap Cover Perimeter Gasketing with Concealed Fasteners Pemko
Clear anodized aluminum with gray "PemkoPrene" insert
3. DS77C Door Jamb Weatherstrip Reese
Clear anodized aluminum with sponge neoprene insert
4. Or approved equal as recommended by door manufacturer



C. General:

1. Metal door stops and sweeps shall be 6063 Aluminum Alloy with clear finish.

2.07 Miscellaneous Hardware

A. Kick Plates

- | | |
|----------------------------|----------|
| 1. K1050
Aluminum | Rockwood |
| 2. 8400 Series
Aluminum | Ives |
| 3. 193S
Aluminum | Hager |
| 4. Or approved equal | |

B. Wall Bumpers and Door Stops

- | | |
|------------------------------------|----------|
| 1. 409 | Rockwood |
| 2. WS406/407 Wall Bumper (Concave) | Ives |
| 3. 236 W | Hager |
| 4. Or approved equal | |

PART 3 - EXECUTION

3.01 Installation

- A. Coordinate with installation of door to produce a watertight assembly capable of withstanding inward and outward loading pressures, and thermal and lateral loads.
- B. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- C. Isolate metals from dissimilar metals or corrosive substrates using bituminous coatings or other means of permanent separation to prevent electrolytic corrosion.
- D. Drill and countersink units which are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- E. Mount hardware units at heights indicated in the Door Hardware Institute's, "Recommended Locations For Builders Hardware for Standard Steel Doors and Frames," unless otherwise indicated or directed by Commissioner, or required by New York City Building Code rules and requirements.



3.02 Adjust and Clean

- A. Adjust and check operation of each item of hardware and each door to ensure proper smooth, free operation as intended.

END OF SECTION 087100



092116

GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.01 Related Document

- 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 gypsum drywall and metal support systems.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Accessories: For each type of galvanized steel corner beads, casing beads, control joints, etc. to be incorporated in the Work. Samples shall be 12" long.
- C. Shop Drawing: Showing all sections, means of attachment; signed and sealed by Professional Engineer licensed in the state of New York.

1.04 Performance Requirements

- A. Tolerances:
 - 1. Not more than 1/16" difference in true plane at joints between adjacent boards before finishing.
 - 2. Not more than 1/8" in 10' deviation from true plane, plumb, level and proper relation to adjacent surfaces in finished work.
- B. Fire Resistance: Provide fire-rated assemblies with ratings as determined by ASTM E 119.

PART 2 - PRODUCTS

2.01 Materials

- A. Gypsum board (Interior Use): Comply with ASTM C 1396.
 - 1. 5/8" thick regular, water resistant, fire resistant, and foil-backed types as required.
 - 2. Acceptable manufacturers are as follows:
 - a. U. S. Gypsum



- b. Gold Bond Div. National Gypsum
 - c. Domtar Gypsum.
 - d. Or approved equal.
- B. Steel studs: 3-5/8" & 6" deep, 18 gage screw-type steel studs, ASTM C 645 unless heavier gage or depth is required for span or load.
- C. Fasteners: Comply with ASTM C 514 and ASTM C 646.
- 1. Provide Type S bugle head screws at interior, cadmium plated at humid and exterior areas.
 - 2. Provide additional anchors and fasteners as required.
- D. Joint reinforcement: ASTM C 587 paper or fiberglass tape and ready-mixed vinyl compound.
- E. Accessories: Galvanized steel corner beads, casing beads, control joints. Acceptable manufacturer: U. S. Gypsum 800 series, as applicable.

PART 3 - EXECUTION

3.01 Installation

- A. Comply with ASTM C 840 and GA 216.
- B. Provide fire-rated systems where indicated and where required by New York City Building Code rules and requirements. Except as otherwise indicated, extend fire-rated partitions to underside of deck above ceiling and extend other partitions at least 3" above ceilings.
- C. Insulation:
- 1. Fill wall cavities with insulation.
 - 2. Provide insulation full height and thickness between different occupancies, and where required.
- D. Board Installation:
- 1. Install boards vertically.
 - 2. Do not allow butt-to-butt joints.
 - 3. All joints must fall over framing members.
- E. Accessory Trim: Install galvanized steel corner beads, casing beads, control joints per manufacturer's instructions and recommendation.
- F. Acoustical Sealant: Provide acoustical sealant at both faces at top and bottom runner tracks, wall perimeters, openings, expansion and control joints.
- G. Joint Treatment and Finishing:
- 1. Apply 3-coat joint treatment in strict compliance with manufacturer's instructions and recommendations.
 - 2. Joint treatment is required at all fasteners and edges between boards.



3. Fill all surface defects.
4. Sand between and after joint treatment coatings and leave ready for finish painting or wall treatment.

END OF SECTION 092116



THIS PAGE INTENTIONALLY LEFT BLANK



092300

GYPSUM PLASTERING

PART 1 - GENERAL

1.01 Related Document

- 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 gypsum plastering, lath, support systems (e.g. galvanized furring channels, etc.), and related accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Galvanized Metal Lath: For each type to be incorporated in the Work. Samples shall be 12" square.

1.04 Quality Assurance

- A. Pre-installation Conference: Prior to starting plastering Work, conduct an on-site conference to review the detailed requirements of the Work.
 - 1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, City of New York's Project representative, properly trained installer. Provide seven (7) business days advance notice to attendees.
 - 2. Agenda shall include:
 - a. Project construction schedule.
 - b. Condition of substrate and preparation.
 - c. Mixing procedures.
 - d. Installation sequence.
 - e. Curing procedures.
 - f. Mockups.



PART 2 - PRODUCTS

2.01 General

- A. Gypsum Plaster Materials:
 - 1. Gypsum: ASTM C 28, white for finish coat.
 - 2. Sand Aggregate: ASTM C 897, manufactured or natural sand, white for finish coat.
 - 3. Water: Potable, free of materials capable of affecting plaster, lath and/or accessories.

2.02 Plaster

- A. Scratch Coat
 - 1. Mix Proportions: 1 part Gypsum neat plaster with 2 parts sand.
- B. Brown Coat
 - 1. Mix Proportions: 1 part Gypsum neat plaster with 3 parts sand.
- C. Finish Coat
 - 1. Mix Proportions: 1 part Gypsum gauging plaster with 8 parts sand for float finish.

2.03 Metal Support System

- A. Self-Furred Metal lath
 - 1. ASTM C 847, fabricated from galvanized steel sheet of type and configuration indicated.
Diamond Mesh Lath: 3.4 lb. per sq. yd.

2.04 Accessories

- A. Provide Accessories as shown or as recommended by the manufacturer, including galvanized metal corner beads, casing beads, base screed and control joints. Coordinate with depth of plaster indicated.
- B. Wire for Ties: ASTM A 641, Class 1 zinc coating, soft temper

PART 3 - EXECUTION

3.01 Removal

- A. Comply with 024119 (Selective Demolition).



3.02 Installation of Metal Lath

- A. Provide galvanized metal lath and secure to substrate. Lap metal lath 1/2" at the sides and 1" at the ends. Lap new lath a minimum of 1" over existing lath.
- B. Provide galvanized metal control joint bead between the new stucco and the adjacent existing found to be in a sound condition.

3.03 Mixing

- A. Comply with ASTM C 842 and manufacturer's directions for gypsum plaster base coat proportions. Proportion material by volume (parts in dry weight). Adjust mix proportions within the limits specified to attain workability.

3.04 Plaster Application

- A. Mechanically mix, prepare and apply base, scratch, and finish gypsum plaster to comply with ASTM C 842. Scratch and moist cure base coat. Apply finish coat as per Mockup accepted by Commissioner.

END OF SECTION 092300



THIS PAGE INTENTIONALLY LEFT BLANK



092500

NATURAL CEMENT-BASED STUCCO

PART 1 - GENERAL

1.01 Related Document

- 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 Natural Cement Stucco for Unit Masonry and related accessories.

1.03 References

- A. ASTM C109 Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens).
- B. ASTM C897, Specification for Aggregate Job-Mixed Portland Cement-Based Plasters
- C. ASTM C10, Specification for Natural Cement.
- D. ASTM C207, Specification for Hydrated Lime for Masonry Purposes.

1.04 Submittals

- A. Product Data:
 - 1. Submit manufacturer's instructions, product data and MSDS.
 - 2. Submit data indicating proportion or property specifications used for each type of stucco including natural cement, lime, sand and coloring admixtures, if any.
- B. Samples:
 - 1. Cured samples of colored plaster finish to Commissioner for initial review
 - 2. Galvanized Metal "J" Bead: For each type to be incorporated in the Work. Samples shall be 12" long.
- C. Stucco Mix Design.
- D. Contractor to provide credentials for installation of stucco system specified for the Project.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements, and ingredients meet applicable ASTM standards.
- F. Report of AASHTO Certified independent laboratory confirming that natural cement meets the requirements of ASTM C10.



G. Warranty Prerequisites:

1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
2. Manufacturer Inspection Reports and Statement of Approval for Warranty (On-demand).

1.05 Quality Assurance

- A. Pre-installation Conference: Prior to starting stucco Work, conduct an on-site conference to review the detailed requirements of the Work.
1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, City of New York's Project representative, manufacturer's authorized representative, trained installer. Provide seven (7) business days advance notice to attendees.
 2. Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Condition of substrate and preparation.
 - f. Mixing procedures.
 - g. Installation sequence.
 - h. Mockups.
- B. Cementitious materials, aggregates and color admixtures are to be blended and packaged under factory controlled conditions, requiring only the addition of Restoration Latex on site.
- C. Restoration Specialist: The contractor or subcontractor performing the work of this section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. In addition, the installer must be certified by the manufacturer.
- D. Mock-Up: Before starting work, prepare and apply a sample area of not less than 10 feet high and 10 feet long using the procedures, proposed colors and texture, finish and workmanship for approval by the Commissioner.

1.06 Delivery, Storage and Handling

- A. Deliver prepackaged, dry-blended stucco mix to project site in clearly labeled plastic-lined bags each bearing the name and address of the manufacturer, Production Codes or Batch Numbers, and color or formula numbers. Individual bag weight is approximately 50 pounds.
- B. Store stucco off the ground and in accordance with manufacturer's instructions to prevent contamination by foreign materials. Maintain packaged materials in a clean, dry state protected against weather, traffic and foreign materials.



1.07 Environmental Requirements

A. Cold Weather Requirements:

1. When ambient air temperature is below 40 degrees F, store materials in a heated area to allow stucco temperatures to remain above 40 degrees F throughout the placement and finishing cycle.
2. Subject to written approval of the mortar manufacturer, and in accordance with their written dosage instructions, add the recommended quantity and type of non-chloride accelerating admixture when temperatures are below 35 degrees F.

B. Hot Weather Requirements:

1. Under hot, dry and windy conditions use proper predampening, protection and moist curing procedures as required to keep stucco moist for 24 hours following final tooling.

1.08 Warranty

A. Stucco Manufacturer's Warranty: Written form in which manufacturer agrees to furnish stucco products to repair or replace areas that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.

1. Warranty Period: Five (5) Years.

B. Manufacturer's Inspection and Approval:

1. Coordinate inspections required by manufacturer. Provide three (3) business days notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's approval stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 Manufacturers

- A. Prepackaged 3-coat natural cement plaster system shall be custom-matched, natural cement stucco consisting of a polymer modified bond coat, a fiber reinforced polymer modified base coat, and a polymer modified finish coat.
- B. Stucco system manufacturer shall have a minimum of 3 years continuous experience in the formulation and production of natural cement stuccos and polymer modified cementitious systems.

2.02 Materials

- A. Natural Cement: Natural cement or quick-setting natural cement processed from argillaceous limestone and meeting the requirements of ASTM C10. Artificial mixtures of other cementitious materials, fly ash, slag, Portland cement, hydraulic lime or lime-pozzolan mixtures are not permitted as substitutes for natural cement.



- B. Hydrated Lime: ASTM C207 Type S, incorporated as a finely divided powder in uniform particle size, free of lumps, flakes or other inconsistencies.
- C. Mortar Aggregate: ASTM C897 natural sand blend, rounded to sub-angular in shape, washed, screened and dried. Aggregate to be selected to match the color and texture of the original mortar aggregates as closely as possible while remaining in compliance with ASTM C897 grading and soundness requirements.
- D. Colorants: Inorganic mineral oxides meeting the requirements of ASTM C979, at levels not to exceed 10% on binder weight, except for carbon black, which may not exceed 2% on binder weight. Use of color pigments shall be limited to the minimum amount required to adjust stucco finish color, and use of properly matched aggregates and natural cement matrix shall be the primary means of achieving color match.
- E. Admixtures: Latex Modifier shall be a reactive 100% acrylic emulsion with wet adhesion monomer to promote adhesion to wet surfaces, to assure retention of bond strength under prolonged moist exposures and to develop through-cure independently from drying conditions. Obtain latex modifier of same manufacturer as natural cement stucco system.
- F. Water: Potable, free of deleterious quantities of materials which may affect mortar performance or appearance. Water is to be used for pre-dampening only. No water is mixed with latex modified natural cement stucco.

2.03 Mixing Stucco

- A. All stucco shall be preblended, pre-colored and prepackaged under controlled factory conditions. All ingredients are to be batched within plus or minus 1% accuracy, except pigments which shall be weighed to a precision of 0.02%.
 - 1. Stucco shall conform to the proportion requirements as approved by the Commissioner.
- B. Thoroughly mix stucco in quantities needed for immediate use, using mechanical mortar mixer or paddle mixer. Add approximately half the required latex modifier and mix stucco for a minimum of 2 minutes, and then slowly add latex modifier as needed to reach the desired working consistency. Do not exceed mix time of 5 minutes.
- C. Add Latex Modifier at the project site. Do not add water, sand, stone, cement, lime, bonding agents, coloring admixtures, set accelerators, plasticizers, air entraining admixtures or other materials unless specifically authorized in writing.
- D. Use fast setting stucco within 10 minutes or regular setting stucco within 30 minutes of mixing, after which unused stucco is to be discarded. Working times are to be adjusted for ambient temperatures in accordance with stucco system manufacturer's instructions. Do not retemper stucco which has begun to set.

2.04 Accessories

- A. Bead
 - 1. Type shown or as recommended by the manufacturer, including stainless steel corner beads, casing beads, J-beads, base screed and control joints. Coordinate with depth of stucco indicated.



- B. Wire for Ties
 - 1. ASTM A 641, Class 1 zinc coating, soft temper

- C. For Portland Cement Stucco Accessories: Comply with material provisions of ASTM C 1063, fabricated of zinc alloy unless otherwise indicated by manufacturer's instructions or in the items of this table.

PART 3 - EXECUTION

3.01 Installation

- A. All clay masonry and consolidation must be performed prior to stucco application.
- B. For stucco applications over brickwork, the masonry mortar joints should be ground out to a depth of ½" minimum. Remove all dust and debris.
- C. Pre-dampen masonry surfaces to receive application for a minimum of 20 minutes prior to stucco placement. Masonry surfaces should be saturated but free of excess or standing water at time of stucco placement.
- D. The stucco is then applied in three applications.
 - 1. Filling the joints and spread to provide a rough thin "Bond coat" on the masonry surface.
 - 2. Heavier application of the "Base Coat".
 - 3. A thinner "Finish Coat" that is applied and finished immediately.
- E. Bond and Base coat applications are to be installed with surface profiles such as grooving, scoring or roughening, to promote adhesion of the subsequent application. Applications may be performed at any time after the previous application has set sufficiently to withstand the pressure of the next application without being disrupted.
- F. Allow stucco to fully cure for a minimum of 10-28 days, as advised by stucco system manufacturer, before final cleaning. Longer cure times are required in cooler weather. Only low pressure should be used to avoid damaging newly applied material. Use only cleaning materials approved by the mortar manufacturer, and only at the approved rates of dilution and dwell time

END OF SECTION 092500



THIS PAGE INTENTIONALLY LEFT BLANK



099623

GRAFFITI RESISTANT COATINGS

PART 1 - GENERAL

1.01 Related Document

- 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 graffiti resistant coatings and related surface preparation.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Graffiti Resistant Coatings: For each coating type, color and substrate combination to be incorporated in the Work. Samples shall be fully cured on 8" square examples of each substrate.
- C. Pre-construction Test Reports:
 - 1. Graffiti Related Product Compatibility Test Reports.
- D. Warranty Prerequisites:
 - 1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports and Statement of Approval for Warranty (On-demand).

1.04 Quality Assurance

- A. Pre-installation Conference: Prior to starting graffiti resistant coating Work, conduct an on-site conference to review the detailed requirements of the Work.
 - 1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, City of New York's Project representative, manufacturer's authorized representative, qualified installer. Provide seven (7) business days advance notice to attendees.
 - 2. Agenda shall include:
 - a. Sample warranties and warranted application procedures.
 - b. Project construction schedule.
 - c. Surface preparation (graffiti removal).



- d. Mixing procedures.
- e. Installation sequence.
- f. Curing procedures.
- g. Mockups.

1.05 Tests and Inspections

A. Pre-construction Testing:

1. Graffiti Related Product Compatibility Testing:

- a. **Test Specimens:** Provide to graffiti resistant coating manufacturer four (4) test specimens of each Project substrate and other materials that will contact, affect or be affected by application of graffiti removal agents, and graffiti resistant coatings.
- b. **Testing:** Manufacturer shall perform required tests to determine compatibility of graffiti removal products, graffiti resistant coating products, substrates and other materials associated with the Work.
- c. **Test Reports:** Obtain from manufacturer test reports and written recommendations.
- d. **Acceptance:** Obtain Commissioner's written acceptance of test reports and recommendations before proceeding with the Work.

1.06 Mockups

A. Comply with mockup requirements indicated on Drawings, and in DDC General Conditions, and the following:

- 1. **Notification:** Notify Commissioner and manufacturer's authorized representative in writing, five (5) business days prior to graffiti resistant coating mockups. Commissioner and manufacturer's authorized representative will be present during mockup operation to determine necessary adjustments as is appropriate for the specific applications.
- 2. **Mockup:** For each type of surface and condition indicated for graffiti resistant coatings, demonstrate products and procedures to be used to perform the Work, as required. Use the same equipment for mockups that will be used for the overall Work.
- 3. **Documentation:** Document the exact application procedures and products used for each mockup. The documentation will be used to ensure that the same procedures and products are used in performing the overall Work.
- 4. **Evaluation:** Notify Commissioner and manufacturer's authorized representative in writing, five (5) business days prior to conducting the following evaluation procedures:
 - a. Two (2) weeks after application of graffiti resistant coatings, apply fresh graffiti to a portion of the mockup and allow curing for a minimum of three (3) days.
 - b. After fresh graffiti has cured, follow manufacturer's recommended procedures for removal.
 - c. Commissioner will evaluate the following:
 - 1) Cleanliness of surface material.
 - 2) Discoloration of surface material.



- 3) Surface accretions.
- 4) Alteration to texture of surface or loss of material.

1.07 Project Conditions

- A. Weather Conditions: Proceed with Work only when existing and predicted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements. Do not apply if rain is forecast within 24 hours.
- B. Restored Masonry: Do not apply graffiti related products within 30 days of masonry restoration Work (e.g., composition patching, mortaring/pointing, etc.) to allow materials to fully cure.
- C. Substrate Conditions: Moisture content should be no higher than 15% as registered on an electronic moisture meter.
- D. Dust Conditions: Do not apply coating in areas where dust is being generated or will be generated while the material is drying.

1.08 Warranty

- A. Graffiti Resistant Coating Manufacturer's Warranty: Written form in which manufacturer agrees to furnish products and labor to correct Work that does not comply with performance and other requirements specified in the Contract Documents, or does not protect the treated surfaces from graffiti defacement, chemical staining and normal environmental effects, during the warranty period.
 1. Warranty Period: One (1) Year.
- B. Manufacturer's Inspection and Approval:
 1. Coordinate inspections required by manufacturer. Provide three (3) business days notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's approval stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 General

- A. If special products are required for graffiti removal with the selected coating system, provide manufacturer's suggested materials for removal of Graffiti to the building personnel. Include manufacturer's instructions for use. Provide enough graffiti removal products to remove graffiti from 25% of the installed area of graffiti resistant coatings.
- B. Provide enough graffiti resistant coating to the building personnel to re-coat an area equal to 25% of the original installed area of Graffiti Resistant Coating.



2.02 Graffiti Resistant Coatings

A. Graffiti Resistant Coating

- | | |
|---|-----------------------------|
| 1. Defacer Eraser SC-1
Sacrificial Coating | ProSoCo, Inc. |
| 2. Omegaseal 333 | Diedrich Technologies, Inc. |
| 3. Wipe Out Porous Surface Graffiti Remover | Dumond |
| 4. Or approved equal | |

PART 3 - EXECUTION

3.01 Protection

- A. Follow manufacturer's recommendations for protection measures.
- B. Protect all surfaces adjacent to areas of the Work.
- C. Prevent products from spilling or dripping down surfaces, on to projections (sills, ledges, etc.), or on the ground. Remove any spilled or dripped materials immediately.

3.02 Preparation

- A. All surfaces shall be dry, clean, free of dust, grease, efflorescence, foreign matter and all other contaminants that would adversely affect the adhesion, finish appearance and protective properties of coating.
- B. For existing buildings, remove existing graffiti, before applying new coatings in accordance with procedures approved in mockups.

3.03 Application

- A. Apply coatings following procedures approved in mockups.

END OF SECTION 099623



099713

METAL COATINGS

PART 1 - GENERAL

1.01 Related Document

- 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 coatings on steel substrates.
- B. This Section excludes coating the following metal surfaces: stainless steel, anodized aluminum, copper, bronze, and brass.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples: For each coating type, color and steel substrate combination to be incorporated in the Work. Samples shall be fully cured, 8" square, with stepped coats to show each coat required for system; label each coat.

1.04 Project Conditions

- A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperature are within manufacturer recommendations, and will remain so for at least 24 hours. Verify minimum temperatures listed with products in Part 2 of this Section with manufacturer.
- B. Do not apply coatings under the following conditions:
 - 1. When conditions are outside the limitations permitted by the product manufacturer.
 - 2. In snow, rain, fog, or mist.
 - 3. When relative humidity exceeds 85 percent.
 - 4. When temperatures are less than 5° F above the dew point.
 - 5. When surfaces are damp or wet, or when ice or frost is present on surfaces.



PART 2 - PRODUCTS

2.01 General

- A. Product Callout Abbreviations Key: Steel coating product callouts (e.g. 3ER) include the following abbreviations:

- 2.....2 coats
- 3.....3 coats
- I.....Interior
- E.....Exterior
- N.....New steel
- R.....Restoration of steel

- B. Colors of Coatings: Where not specifically indicated, Commissioner will select colors through the sample submittal process.

2.02 Exterior Steel and Wrought Iron Coatings (Restoration Work)

- A. Steel Coating: 2ER

1. Sherwin Williams 2-Coat System:

Prime Coat (Mill White Color):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams
Top Coat (Gray):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams

OR

2. PPG 2-Coat System:

Prime Coat (Red Color)	Amerlock 2	PPG
Second Coat (Gray Color)	Amerlock 2	PPG

OR

3. Tnemec 2-Coat System:

Prime Coat (BlackColor):	Topoxy 27WB	Tnemec
Second Coat (Gray Color):	Topoxy 27WB	Tnemec

4. Or approved equal

- B. Steel Coating: 3ER or Wrought Iron Coating:3ER

1. Sherwin Williams 3-Coat System:

Prime Coat (Mill White Color):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams
Second Coat (Gray Color):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams



Top Coat:	Acrolon 218 HS	Sherwin Williams
-----------	----------------	------------------

OR

2. PPG 3-Coat System:

Prime Coat (Red Color):	Amerlock 2	PPG
Second Coat (Gray Color)	Amerlock 2	PPG
Top Coat:	Amercoat 450H	PPG

OR

3. Tnemec 3-Coat System:

Prime Coat (BlackColor):	Topoxy 27WB	Tnemec
Second Coat (Gray Color):	Topoxy 27WB	Tnemec
Top Coat:	Endura Shield 1080	Tnemec

4. Or approved equal

2.03 Exterior Steel Coatings (New Steel)

A. Steel Coating: 3EN

1. Sherwin Williams 3-Coat System:

Prime Coat (Gray-Green Color):	Zinc Clad III HS	Sherwin Williams
Second Coat (Gray Color):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams
Top Coat:	Acrolon 218 HS	Sherwin Williams

OR

2. PPG 3-Coat System:

Prime Coat (Redish Color):	Amercoat 68HS	PPG
Second Coat (Gray Color)	Amerlock 2	PPG
Top Coat:	Amercoat 450H	PPG

OR

3. Tnemec 3-Coat System:

Prime Coat (BlackColor):	Topoxy 27WB	Tnemec
Second Coat (Gray Color):	Topoxy 27WB	Tnemec
Top Coat:	Endura Shield 1080	Tnemec

4. Or approved equal



2.04 Embedded Steel Coatings (New Steel)

A. Steel Coating: 2IN

1. Tnemec 2-Coat System:

Prime Coat (Red Color):	135 Chembuild Epoxy	Tnemec
Top Coat (Gray Color):	135 Chembuild Epoxy	Tnemec

OR

2. Sherwin Williams 2-Coat System:

Prime Coat (Red Oxide Color):	Kem Bond HS Primer	Sherwin Williams
Top Coat (Gray Color):	Kem Bond HS Primer	Sherwin Williams

OR

3. PPG 2-Coat System:

Prime Coat (Red Oxide Color):	MultiPrime 94-258	PPG
Top Coat (Gray Color):	MultiPrime 94-269	PPG

4. Or approved equal

2.05 Exterior Aluminum Coatings (Restoration Work)

A. Aluminum Coating: 3ER

1. Sherwin Williams 3-Coat System:

Prime Coat:	Duration Exterior Acrylic Coating	Sherwin Williams
Second Coat:	Duration Exterior Acrylic Coating	Sherwin Williams
Top Coat:	Duration Exterior Acrylic Coating	Sherwin Williams

OR

2. PPG Extrusion Coatings: Duranar Coatings

3. The Valspar Corporation: Fluropon

4. Or approved equal



PART 3 - EXECUTION

3.01 Preparation

A. Surface Preparation:

1. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
2. Perform surface preparation and cleaning in compliance with coating manufacturer's instructions for the particular substrate conditions.
 - a. Where the manufacturer indicates more than one preparation standard, the better preparation (as determined in writing by the Commissioner) shall apply.
 - b. For exterior steel in restoration work, where the coating manufacturer does not specify preparation, prepare substrate in accordance with the following SSPC standard:
 - 1) For Restoration Work: SSPC-SP 3 "Power Tool Cleaning" and SSPC-VIS 3 "Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning"
 - 2) For Restoration Work where SSPC-SP 3 is not feasible: SSPC-SP 2 "Hand Tool Cleaning" and SSPC-VIS 3 "Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning"
3. For galvanized metal substrates, comply with manufacturer's instructions and ASTM D 6386.

3.02 Application

A. Apply coating systems as indicated on Drawings, and as follows:

1. New Members (steel and galvanized steel):
 - a. Perform any indicated shop fabrication prior to application of coatings.
 - b. Apply complete coating system to all surfaces in shop prior to delivery to Project.
 - c. Touch up shop applied coating after erection. Clean field welds, bolted connections and abraded areas, and apply primer, intermediate coat (where applicable), and top coat.
2. Existing Members (steel and galvanized steel):
 - a. Perform any indicated, drilling, structural welding or bolting prior to field application of coatings.
 - b. Apply coating system to all surfaces in field.
3. Apply coatings to produce uniform surface films without cloudiness, holidays, laps, brush marks, runs, sags, or other surface imperfections.
4. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.



3.03 Touch-up

- A. At completion of the Work of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION 099713



221000 PLUMBING PIPING

PART 1 - GENERAL

1.01 Related Document

- 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 drainage piping and fittings.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Shop Drawings (On-demand): Showing joints and adapters to be incorporated in the Work.
- C. Samples:
 - 1. Joints and Adapters: For each type to be incorporated in the Work.
- D. Source Quality Control Testing:
 - 1. Ductile Iron Pipe and Fitting Test Reports (On-demand).

1.04 Quality Assurance

- A. Comply with the following:
 - 1. ASTM.
 - 2. ASA.
 - 3. ANSI.
 - 4. USASI.
 - 5. CISPI.

1.05 Tests and Inspections

- A. Source Quality Control Testing:
 - 1. Ductile Iron Pipe and Fitting Testing:
 - a. Testing: Inspect and test ductile iron pipe and fittings at the foundry as required by industry standards and referenced standards herein.



- b. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether products comply, or do not comply with requirements.

1.06 Project Conditions

- A. Use Limitations of Hubless Pipe and Fittings:
 1. Permitted for leader and vent piping is permitted when installed above ground within buildings, provided piping is concealed between walls of a pipe chase, within partitions, above ceilings or within pipe shafts.
 2. Not permitted for exposed piping, piping run below slab on grade, piping embedded in concrete or drainage piping.

PART 2 - PRODUCTS

2.01 General

- A. Manufacturer shall provide suitable end caps, sheet metal covers, or plugs on all piping and fittings to protect against pre-installation contamination or damage.

2.02 Drain Materials

- A. Cast Iron Pipe and Fittings
 1. Acceptable Manufacturers: Subject to compliance with the requirements, following is a list of acceptable manufacturers for cast iron pipe and fittings:
 - a. U.S. Steel Co.
 - b. Sawhill Tubular Co.
 - c. North Star Steel
 - d. Sharon Tube Co.
 - e. Koppel Steel Corp.
 - f. Or approved equal.
 2. Cast Iron Pipe and Fittings: Comply with ASTM A 74.
 - a. Pipe shall be evenly coated, cylindrical, smooth, free from all defects, of uniform thickness and of the weights required by New York City Building Code rules and requirements, and of the grade known in commerce as "extra heavy."
 - b. Each length of pipe and each fitting shall be plainly marked with the manufacturer's initials or registered trademark and with the letters "XH" to indicate "extra heavy." The marking may be cast, stenciled, or otherwise applied on the pipe so as to be clear and legible at the time of installation. The marking shall be cast on fittings and shall be located away from the spigot end so as not to interfere with proper joining upon installation.
 - c. Fittings:



- 1) Oakum and Lead: Material used for fittings caulked joints shall be molten lead and packed oakum.
- 2) Mechanical Joints: Where specified, a mechanical joint may be substituted for molten lead filling of the hub.
 - a) The mechanical joint shall consist of a stainless steel clamp with a sintered non-porous teflon inner sleeve and a neoprene outer sleeve.
3. Hubless Cast Iron Pipe and Fittings: Comply with CISPI 301 and ASTM A 888.
 - a. Evenly coated, cylindrical, smooth, free from all defects, of uniform thickness and of the weights required by all applicable laws and regulations.
 - b. Each length of pipe and each fitting shall be plainly marked with the manufacturer's initials or registered trademark. The marking may be cast, stenciled, or otherwise applied on the pipe so as to be clear and legible at the time of installation.
 - c. Fittings:
 - 1) Hubless Couplings: Comply with CISPI 310.
 - a) No-Hub pipe fittings shall be service weight cast iron made up to comply with CISPI 301 and ASTM A 888.
 - b) No-Hub coupling gaskets shall conform with ASTM C 564. Each approved coupling shall be permanently marked on its external surface with manufacturer's name or trade mark, nominal pipe size, and rated pressure in PSI.
 - 2) Threaded Fittings: Where threaded pipe is used for storm water or sanitary drainage purposes, fittings and couplings shall be galvanized cast iron with recessed and tapped threads conforming to ASTM A 126, Class B for smooth interior waterway.

2.03 Through-wall Sleeves

A. General: Through-wall sleeves shall have seals of modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. Links shall be loosely assembled with bolts to form a continuous rubber bolt around the pipe with a pressure plate under each bolt head and nut.

1. Material for sealing spaces between pipe and sleeve through foundation walls below grade shall be modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. Links shall be loosely assembled with bolts to form a continuous rubber bolt around the pipe with a pressure plate under each bolt head and nut. Pressure plates shall be insulating type to provide for electrical insulation and cathodic protection.

Materials for sealing space between each pipe and sleeve through non-fire rated exterior walls above grade shall be lead and oakum.

B. Through-wall Sleeve

- | | |
|--------------------------|-------------------|
| 1. Link-seal Wall Sleeve | Thunderline Corp. |
| 2. MetraSeal Wall Sleeve | Metraflex Co. |
| 3. PipeSeal | Flexicraft |



4. Or approved equal

PART 3 - EXECUTION

3.01 Installation of Pipe and Fittings

A. General:

1. Examine all pipe and fittings before installing.
 - a. Do not install any piece that is found to be defective.
 - b. Ductile iron pipe and fittings shall be subject to inspection and a hammer test.
 - c. Any fitting showing a crack and any fitting or pipe which has received a severe blow that may have caused an incipient fracture, even though no such fracture can be seen, shall be marked as rejected and immediately removed from the Work.
 - d. For any pipe showing a distinct crack in which it is believed there is no incipient fracture beyond the limits of the visible crack, the cracked portions, if approved by Commissioner, may be cut off before installation, so that the remaining pipe to be used is perfectly sound. The cut shall be made in the sound barrel at a point at least 12" from the visible limits of the crack.
2. Every care shall be taken in handling and laying pipe and fittings to avoid damaging the pipe and linings, scratching or marring machined surfaces, and abrasion of the pipe coating or lining.
 - a. Protective caps, covers, or plugs shall not be removed until just before installation.
 - b. Keep pipes clear of debris during installation.

- #### **B. Underground and Concealed Roughing:** Underground piping or piping concealed in floor or wall construction shall be properly installed, tested and inspected before any of the roughing is covered up.

- #### **C. Roughing in Connection with Waterproofing:** All lines of piping and branches for fixtures passing through or in connection with waterproofing shall be brought to the proper locations and levels so that fixtures and piping may be installed without disturbing the waterproofing.

D. Piping Layout:

1. The run and arrangements of all pipes shall be approximately as shown on the Drawings, and as directed by Commissioner, with such variations as Project conditions require, at no additional cost to the City of New York.
2. Piping shall be as straight and direct as possible, with the fewest changes in direction, forming right angles or parallel lines with building walls and other pipes, and neatly spaced.
3. Piping shall not have sharp bends, quick changes of sections, pockets or bushings.
4. Contractor shall consider the location of all equipment, ductwork, piping, electric conduits, supports, steel work, etc., and all new piping shall be installed without interference therewith.



5. No pipe shall be installed where the head room will be interfered with unless the conditions are such that it is unavoidable, and only with prior written permission from the Commissioner.
 6. Offsets in piping will be permitted where walls reduce in thickness or beams interfere with direct runs.
 - a. Offsets shall be made at an angle of 45 degrees to the vertical.
 - b. In no case shall the space between the pipes, partitions, walls, etc., exceed 5".
- E. Modifications to Existing Piping:
1. Wherever existing branch piping interferes with installation of new branch piping, the existing branch piping shall be removed and rerouted to accommodate the new Work at no cost to the City of New York. The rerouted Work shall be of new material.
 2. All new extensions and relocations of existing piping systems shall be concealed in existing or new walls, floors, ceilings, pipe chases, unless otherwise indicated.
- F. New Piping:
1. All pipe shall be cut only by means of abrasive saws, hack saws, wheel type cutters, or milling type cutters. The use of "squeeze" type pipe cutters and cutting torches will not be permitted. All cut ends shall be examined for possible cracks caused by cutting.
 2. All exposed risers shall be erected plumb, standing free, close to and parallel with walls and other pipes and be uniformly spaced.
 3. All horizontal runs of piping hung from structural floor, slab or floor beams shall be erected as closely as possible to bottom of floor slabs, ceilings, or I-beams as the case may be.
 - a. Uniform grade (pitch) of horizontal branches shall be not less than 1/4" to the foot.
 - b. In no case shall the headroom, beneath the pipe, be less than 7'-0" where the pipe is installed more than 1'-0" from wall, partition, etc., except where piping is required to be installed in boiler room and mechanical spaces above floor.
 4. All piping installed in floor shall be painted with a heavy coat of asphaltum.
 5. All piping and fittings shall be installed with ample space for pipe covering.
 6. Holes drilled or cast into pipe for lifting bolts shall be adequately plugged with a suitable precast plug which shall be properly grouted and sealed before backfill is placed.
- G. Pipe Fittings:
1. Plugged fittings shall be installed as required.
 2. Reducer fittings shall be used in making reductions in sizes of pipes. No bushings will not be allowed.
- H. Pipe Joints:
1. Hub Joints:
 - a. Packed Oakum and Lead Joints: Joints in cast iron bell and spigot piping shall be caulked joints made with packed oakum and molten lead, 12 ounces of which must be used for each inch in diameter of the pipes at each joint and must be poured in at one time.



- 1) The lead to be used for this purpose shall be soft "Pig" or "Bar."
 - 2) After cooling and shrinking, the lead shall be thoroughly caulked and the joints made impermeable to gases and liquids, and also be capable of withstanding the tests applied.
 - 3) The face of the lead joints shall finish flush with the face of the hub and be left without putty, paints or cement.
 - 4) Whenever joints are made on the floor or surface they shall be recaulked after being placed in position.
- b. Mechanical Joints: Where specified, a mechanical joint may be substituted for molten lead filling of the hub.
2. Hubless Joints: Cut hubless cast iron pipe shall be cut square. Place neoprene gasket on end of pipe or fitting. Place stainless housing with clamps on other end. Butt edges of pipe together within gasket until both are firmly seated against inner ring. Slide housing into position directly over gasket. Using torque wrench, alternately tighten clamps to the recommended torque.
 3. Joints of Cast Iron Pipe to Lead Pipe: Where lead pipes are connected to cast-iron pipes, brass ferrules or soldering nipples of the same size as the pipe shall be wiped to the lead pipe and be caulked or screwed to the iron or steel pipes.
- I. Air Chambers and Water Hammer Arresters: Suitable air chambers or water hammer arresters shall be provided as required.

END OF SECTION 221000



221426

DRAINS

PART 1 - GENERAL

1.01 Related Document

- 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 roof and terrace drains, and related accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Pre-construction Test Reports:
 - 1. Existing Drain Flow Test Reports (On-demand). If inadequate drain flow is determined by testing, provide report to Commissioner immediately.
- C. Field Quality Control Test Reports:
 - 1. New Drain Test Reports.

1.04 Tests and Inspections

- A. Pre-construction Testing
 - 1. Existing Drain Flow Testing:
 - a. Testing: Test drain by inserting a hose and running water a minimum of 15 minutes at a rate of 5 gallons per minute to determine flow adequacy.
 - b. Test Reports: Reports shall include date of test, location, test method, and test results stating whether drain flow is adequate, or, if not adequate, state cause and make recommendations for correcting flow.
- B. Field Quality Control Testing:
 - 1. New Drain Flow Testing:
 - a. Testing: Following installation of drains and related piping, inspect drains and drain lines, and test for adequate flow by inserting a hose and running water a minimum of 15 minutes at a rate of 5 gallons per minute. Arrange for Commissioner to be present at testing, provide five (5) business days' notice.
 - b. Test Reports: Reports shall include date of test, location, test method, and test results stating whether drain flow is adequate or not adequate.



PART 2 - PRODUCTS

2.01 General

- A. Provide accessories such as under deck and miscellaneous clamps, adapters, sump receivers, extension collars etc. required for proper installation of all roof and terrace drains.

2.02 Roof Drains

- A. Roof Drain (16 inch diameter)

Bottom outlet:

- | | |
|----------------------|-----------------|
| 1. 21500-22 | Josam Company |
| 2. 1010 | J.R. Smith |
| 3. ZC-Z100 | Zurn Industries |
| 4. Or approved equal | |

Side outlet:

- | | |
|----------------------|-----------------|
| 1. 21500-66NH-22 | Josam Company |
| 2. 1020 | J.R. Smith |
| 3. ZC-Z100-90 | Zurn Industries |
| 4. Or approved equal | |

PART 3 - EXECUTION

3.01 Installation

- A. Field verify type and size of pipe connections required to assure a water-tight connection at roof.
- B. Patch opening surrounding drain body to provide a level surface for setting new drain.

END OF SECTION 221426



FMS ID: HH115REGX



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

Building Envelope Rehabilitation for Regents Family Center

LOCATION: 2724 Broadway
BOROUGH: Manhattan 10032
CITY OF NEW YORK

Contractor _____

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper _____

Dated _____, 20____





Department of
Design and
Construction

PROJECT ID:

HH115REGX

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

VOLUME 3 OF 3

ADDENDUM TO THE GENERAL
CONDITIONS

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

Building Envelope Rehabilitation for
Regents Family Center

LOCATION:
BOROUGH:
CITY OF NEW YORK

2724 Broadway
Manhattan 10032

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

Department of Homeless Services

SUPERSTRUCTURES Engineers + Architects

Date:

June 12, 2017

7-109





THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

ADDENDUM TO THE GENERAL CONDITIONS
FOR SINGLE CONTRACT PROJECTS

The General Conditions are hereby amended in accordance
with the terms and conditions set forth in this Addendum.

I. PROJECT DESCRIPTION

FMS #: HH115REGX

PROJECT NAME: Building Envelope Rehabilitation for the Regents Family Residence

PROJECT DESCRIPTION: This Project consists of the exterior façade restoration, which includes masonry replacement and pointing at spot locations, as well as parapet replacement, roof slab replacement at openings, roofing system replacement, and copper batten seam roof replacement.

PROJECT LOCATION: 2724 Broadway

BOROUGH: New York

CITY OF NEW YORK

ZIP CODE: 10025

COMMUNITY BOARD #: 107

LANDMARK STATUS:

DESIGNATED LANDMARK STRUCTURE OR SITE: NO

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

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 F 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>
01 1000	1.4 (B)	Scope and Intent / LEED		X	
	1.4(C)	Scope and Intent / Commissioning		X	
01 3233		Photographic Documentation	X		
01 3300	1.7 (A-D)	LEED Submittals		X	
01 3503		General Mechanical Requirements		X	
01 3506	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	
01 3591		Historic Treatment Procedures	X		
01 5000	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	

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>
01 5000	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	
	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		
	01 5411	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	
01 7300	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	
01 7419	1.5 (C)	Waste Management Performance Requirements / LEED Certification		X	
01 7900		Demonstration and Owner's Pre-Acceptance Orientation	X		
01 8113		Sustainable Design Requirements for LEED Buildings		X	
01 8113.13		VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED Buildings		X	
01 8119		Indoor Air Quality Requirements for LEED Buildings		X	
01 9113		General Commissioning Requirements		X	

VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

- (1) **GENERAL:** Special Experience Requirements for the Project are set forth below. Such Special Experience Requirements may apply to either or both of the following entities: (a) the contractor or subcontractor that will perform specific areas of work, and/or (b) the manufacturer that will provide specific material or equipment.
- (2) **REVISION OF SPECIFICATIONS AND DRAWINGS:** In the event the Specifications and/or the Contract Drawings contain any Special Experience Requirements that are not set forth below, such Special Experience Requirements are deemed deleted, except as otherwise expressly provided in Section VIII of this Addendum.
- (3) **SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:** The Special Experience Requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such Special Experience Requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the contractor intends to perform any specific area of work with its own forces, it must demonstrate compliance with the Special Experience Requirements. If the contractor intends to subcontract any specific area of work, the proposed subcontractor(s) must demonstrate compliance with the Special Experience Requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.
 - (a) **Special Experience Requirement #3:** The contractor or subcontractor performing the work of these sections must be a company regularly engaged in performing roofing projects with its own workforce and have successfully completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within 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 contractor's or subcontractor's company 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 contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.

General Construction Work:

- Section 075600: Fluid Applied Roofing
- Section 076100: Sheet Metal Roofing

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 Bid Booklet contains a Notice which identifies a particular product from a designated manufacturer as a "Proprietary Item", 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 Bid Booklet. Special Experience Requirements may apply to contractors, subcontractors, installers, manufacturers and/or suppliers. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the Bid Booklet, 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, except as described in paragraph (b) below.
 - (b) Any Special Experience Requirement that pertains to the abatement of hazardous materials shall not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement shall remain in full force and effect.
 - (c) Any Special Experience Requirement that provides that the entity 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 entity must be properly trained for the specified work.
 - (d) 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 Bid Booklet. In the event of any conflict or inconsistency between (1) the Notice regarding Alternate Bids set forth in the Bid Booklet and (2) a provision in the Specifications and/or the Contract Drawings regarding Alternate Bids, the Notice set forth in the Bid Booklet shall prevail. If the agency is not requesting the submission of Alternate Bids, as indicated by the absence of a Notice in the Bid Booklet, 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, 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, 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) 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.
- (b) 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.
- (c) 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.

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.

REFERENCE	ITEM	REQUIREMENTS	CONTRACT #1
Information For Bidders	Bid Security		See Attachment 1 – Bid Information in the Bid Booklet
Information For Bidders	Performance and Payment Bonds		See Attachment 1- Bid Information in the Bid Booklet
Article 14 Contract	Time of Substantial Completion	Consecutive Calendar Days	487 ccds
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	\$600
Article 17 Contract	Sub-Contracts	Not to exceed Percent of Contract Price	60%
Article 21 Contract	Retainage	Percent of Voucher	If 100% bonds are required 5% If 100% bonds are not required, and Contract Price is \$1,000,000 or less 5% If 100% bonds are not required, and Contract Price is more than \$1,000,000 10%
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	1%
Article 24 Contract	Period of Guarantee		See Schedule B of the Addendum to the General Conditions
Article 74 Contract	Statement of Work		Addenda, numbered: _____
Article 75 Contract	Compensation to be Paid to Contractor		Amount for which the Contract was Awarded: _____ Dollars (\$ _____)
Article 79 Contract	MWBE Program		See MWBE Utilization Plan in the Bid Booklet

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>The minimum limits shall be \$1,000,000.00 per occurrence and \$2,000,000.00 per project aggregate applicable to this Contract.</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 Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).</p> <p>3. _____</p>
<p>■ Workers' Compensation Art. 22.1.2</p> <p>■ Disability Benefits Insurance Art. 22.1.2</p> <p>■ Employers' Liability Art. 22.1.2</p> <p><input type="checkbox"/> Jones Act Art. 22.1.3</p> <p><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3</p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</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.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<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
[OTHER] Art. 22.1.8 <input type="checkbox"/> Collision Liability/Towers Liability	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 <input type="checkbox"/> Railroad Protective Liability	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

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>■ 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, and</p>
<p>[OTHER] Art. 22.1.8</p> <p>□ 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>

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 shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

ACCO's Office, Insurance Unit

30-30 Thomson Avenue, 4th Floor

Long Island City, New York 11101

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:

Specification Number	Material or Equipment	Warranty Period
030100	Structural Concrete Repair Mortar	Five (5) Years
030100	Injection Epoxy Adhesive	Five (5) Years
030100	Non-Traffic Coating	Five (5) Years
040130	Micro Injection Grout	Ten (10) Years
040130	Crack and Void Injection Grout	Ten (10) Years
040130	Patching Compound	Ten (10) Years
055200	Aluminum Railing System	One (1) Year
055200	Aluminum Powder Coating System	Five (5) Years
075600	Fluid Applied Membrane (Manufacturer)	Twenty-five (25) Years
078400	Firestop Sealant	Two (2) Years
079200	Sealant: NT (NS)	Twenty (20) Years
079200	Premolded Control Joint	Five (5) Years
081113	Steel Hollow Metal Doors and Frames	Life of Original Installation
086300	Metal-Framed Skylight	Five (5) Years
086300	Special Aluminum Finish	Twenty (20) Years
086300	Skylight Glazing	Ten (10) Years
092500	Natural Cement-Based Stucco	Five (5) Years
099623	Graffiti Resistant Coating	One (1) Year

(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.

Drawing No.	Title
T-001.00	TITLE SHEET
T-002.00	DOCUMENT ORGANIZATION, PLOT PLAN, RESTORATION TABLE
T-003.00	SCOPE OF WORK, NOTES, SPECIAL INSPECTIONS AND SITE SAFTEY
T-004.00	ABBREVIATIONS & MATERIAL DRAFTING SYMBOLS
EN-001.00	NYCECC NOTES
H-001.00	ASBESTOS ABATEMENT GENERAL NOTES
H-002.00	ASBESTOS ABATEMENT ROOF PLAN
H-003.00	ASBESTOS ABATEMENT EAST ELEVATION
DM-101.00	DEMOLITION PLAN
A-101.00	ROOF PLAN
A-102.00	PARTIAL ROOF PLAN AND STAIR CHEEK WALL ELEVATIONS
A-103.00	PARTIAL FIRST FLOOR REFLECTED CEILING PLAN
A-201.00	WEST AND SOUTH ELEVATIONS
A-202.00	EAST ELEVATION & NORTH AND EAST CORTYARD ELEVATIONS
A-203.00	NORTH, SOUTH COURTYARD AND BULKHEAD ELEVATIONS
A-301.00	DETAIL: PPT 01
A-302.00	DETAILS: 01/PPT 01, 02/PPT01, STU 01
A-303.00	DETAILS: 03/PPT 01, COP 01/PPT 01, STL 01/PPT 01, COA 05, LTL 04
A-304.00	DETAILS: LTL 01 & LTL 02
A-305.00	DETAILS: LTL 03 & CJT 01
A-306.00	DETAILS: COR 01, JNT 01
A-307.00	DETAILS: MAS 01, MAS 02, MTL 01, PEN 01
A-308.00	DETAILS: STN 01 & STN 02
A-309.00	DETAILS: COA 06, CON 04, STN 03
A-310.00	DETAILS: MTL 02, SIL 01, SIL 02, PPT 02, COP 02/PPT 02
A-311.00	DETAILS: COA 02, COA 03, COA 04, PNT 02, TRC 01
A-312.00	DETAILS: CON 05
A-401.00	DETAILS: FLA 01, FLA 02, MEM 01, CON 01 & CON 02
A-402.00	DETAILS: FLA 03 & MEM 02
A-403.00	DETAILS: FLA 04, FLA 05, FLA 06, FLA 07
A-404.00	DETAILS:FLA 08, FLA 09, FLA 10, FLA 11
A-405.00	DETAILS: FLA 12, DRN 01 & DRN 02
A-406.00	DETAIL: SHM 01
A-407.00	DETAIL: SHM 01
A-408.00	DETAIL: SHM 01
A-501.00	DETAILS: RAI 01 & RAI 02
A-701.00	DETAIL: SLB 01
A-702.00	DETAIL: SLB 02
A-910.00	DOOR SCHEDULE, ELEVATIONS AND DETAILS, INTERIOR DETAILS
A-911.00	SKYLIGHT REPLACEMENT DETAILS
P-101.00	PLUMBING PLAN
P-401.00	DETAIL: DRN 01, DRN 02

SCHEDULE D

Electrical Motor Control Equipment

(Reference: 01 3506, Article 3.8 of the DDC Standard General Conditions)

NOT USED

SCHEDULE E

Separation of Trades

NOT USED FOR SINGLE CONTRACTS

REPORT DATE		FMS ID #/PROJECT ID #/ CONTRACT REGISTRATION #/ PROJECT NAME:			CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #																	
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS		ACTION		RET'D		ACTION		RET'D		ACTION			
			SHOP DWG.	SAMPLE	CAT CUTS				REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D	REC'D	RET'D
01 5423	Site Logistics/Site Safety Plan	X																				
01 5423	Scaffold & Shed Installation Drawings		X																			
01 7419	Waste Mgmt Plan	X																				
01 7900	Instruction Program for Demonstration & Orientation	X																				
01 7900	Qualification Data	X																				
01 8113.13	MSDS			X																		
01 8119	IAQ Management Plan	X																				
01 8119	Product Cut Sheets				X																	
01 8119	IAQ Management Plan	X																				
030100	Photographs																					
	Concrete Deck Repair Mortar			X																		
	Structural Concrete Repair Mortar			X																		
	Corrosion Resistant Rebar Coating			X																		
	Polyethylene Film			X																		

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:				CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #														
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS		ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
			SHOP DWG	SAMPLE	CAT CUTS				REC'D	RET'D										
	Welded Wire Fabric				X															
	Dowel				X															
	Anchoring Compound				X															
	Plastic Bearing Shim				X															
	Anchorage Pull-Out Test Reports																			
	Certification of Concrete Properties																			
	Precast Concrete Calculations																			
040120	Brick				X															
	Compressible Filler				X															
	Expansion Joint Filler				X															
	Weep Slot				X															
	Special Inspection Reports																			
040122	Solvent-Based Paint Remover																			
	Paint Removal Protective Paper				X															
040130	Injection Gouts																			

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:			Contract 1 -- GENERAL CONSTRUCTION													
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS									
			SHOP DWG.	SAMPLE	CAT CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	
055200	Aluminum Railing System		X	X	X													
	Structural Calculations																	
	Railing System Test Reports																	
057400	Cast Iron		X	X	X													
	Structural Calculations																	
	Source Quality Test Reports																	
	Anchorage Pull-out Test Reports																	
061000	Exterior Grade Plywood						X											
	Wood Blocking						X											
075600	Fluid Applied Membrane			X	X													
	Modified Repair Mortar				X													
	Cementitious Grout				X													
	Rapid Hardening Cementitious Fill				X													
	Existing deck survey																	
	Proposed Insulation Slope Shop Drawings																	

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:				CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #											
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS		ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
			SHOP DWG.	SAMPLE	CAT CUTS				REC'D	RET'D							
076100	Copper		X	X	X												
	Copper Panel		X	X	X												
	Fasteners			X	X												
	Self-Adhering Sheet Waterproofing System			X	X												
	Sealant				X												
076200	Stainless Steel			X	X												
	Copper			X	X												
	Brass			X	X												
	Pre-Formed Metal Flashing (S.S.)			X													
	Pre-Formed Metal Flashing (Copper)			X													
	Pre-Formed Metal Flashing (Aluminum)			X													
	Interlocking Sheet Metal Flashing (Copper)			X													
	Stainless Steel Composite Fabric Flashing			X	X												

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:			CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #												
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
			SHOP DWG	SAMPLE	CAT. CUTS												
	Modified Bitumen Fabric Flashing		X	X													
	2-Piece Counterflashing (S.S.)		X	X													
	Cleats (S.S.)		X	X													
	Butyl Caulk				X												
	Utility Mastic				X												
	Flashing Cement				X												
	Hammer Drive Anchor			X													
	Blind Rivet				X												
	Termination Bar			X													
	Wire Strainer (Brass)			X													
078400	Firestop Sealant				X												
	Firestopping Test Reports																
079200	Sealant: NT (NS)			X													
	Premolded Control Joint			X													
	Compressible Filler			X													
	Lead Weather Cap			X													

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:			CONTRACT #: TRADE: SHOP DRAWING LOG SHEET # SUBMISSIONS												
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
			SHOP DWG	SAMPLE	CATS												
081113	Exterior Hollow Metal Door (Steel)		X														
086300	Metal-Framed Skylight		X														
	Glazing																
	Aluminum Finish Coating			X													
	Skylight Test Reports																
087100	Hinges																
	Exit Device																
	Panic Bar with Lever																
	Door Closer																
	Multi-Part Adjustable Saddle			X													
	Adjustable Door Stop																
	Door Sweep																
	Kick Plates																
	Wall Bumpers and Door Stops																
092116	Gypsum board		X														
	Steel Studs			X													
	Fasteners			X													



TABLE OF CONTENTS

Contract #1 General Construction Work

Section No.	Title
DIVISION 2	EXISTING CONDITIONS
024119	Demolition
028013	General Contractor Work Allowance for Incidental Asbestos Abatement
028213	Asbestos Abatement
DIVISION 3	CONCRETE
030100	Concrete Restoration
033000	Cast-In-Place Concrete
034500	Precast Architectural Concrete
DIVISION 4	MASONRY
040120	Unit Masonry Restoration
040122	Masonry Cleaning
040130	Terra Cotta Restoration
040513	Masonry Mortar
040519	Masonry Anchorage and Reinforcing
DIVISION 5	METALS
051200	Structural Steel Framing
053100	Steel Decking
055200	Metal Railings
057400	Decorative Metal Castings
DIVISION 6	WOOD, PLASTICS AND COMPOSITES
061000	Rough Carpentry
DIVISION 7	THERMAL AND MOISTURE PROTECTION
075600	Fluid Applied Roofing
076100	Sheet Metal Roofing
076200	Sheet Metal Flashing and Trim
078400	Firestopping
079200	Joint Sealants
DIVISION 8	OPENINGS
081113	Hollow Metal Doors and Frames
086300	Metal-Framed Skylights
087100	Door Hardware
DIVISION 9	FINISHES
092116	Gypsum Board Assemblies
092300	Gypsum Plastering
092500	Natural Cement-Based Stucco
099623	Graffiti Resistant Coatings
099713	Metal Coatings
DIVISION 22	PLUMBING
221000	Plumbing Piping
221426	Drains

END OF TABLE OF CONTENT

THIS PAGE INTENTIONALLY LEFT BLANK

CONTRACT # 1
GENERAL CONSTRUCTION WORK

THIS PAGE INTENTIONALLY LEFT BLANK



024119

DEMOLITION

PART 1 - GENERAL

1.01 Related Document

- 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. Demolition and removal of selected portions of building or structure.
 - 2. Salvage of existing items to be placed in storage and/or reinstalled.

1.03 Definitions

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Items indicated on Drawings for removal and salvage. Detach items from existing construction in a manner to prevent damage, and deliver as indicated in this Section.
- C. Remove and Reinstall: Items indicated on Drawings for removal and reinstallation (e.g., fixtures, equipment, building elements, etc.). Detach items from existing construction in a manner to prevent damage, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. ANSI/ASSE A10.6 "Safety Requirements for Demolition Operations."
 - 2. NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

1.05 Project Conditions

- A. Hazardous Materials:
 - 1. It is not expected that hazardous materials will be encountered in the Work.



2. If building elements suspected of containing hazardous materials are encountered, proceed as follows:
 - a. Do not disturb suspect building element, material or substance.
 - b. Immediately notify Commissioner and City of New York in writing.
 - c. If the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of City of New York and Contractor.
- B. Explosives: Use of explosives is prohibited.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 General

- A. Examination:
 1. Prior to commencement of Work:
 - a. Document existing damage, and determine if adverse existing conditions exist as per DDC General Conditions.
 - b. Verify that utilities have been disconnected and capped where needed to accommodate specific selective demolition.
 2. If in the progress of the Work unanticipated mechanical, electrical, structural, or other elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict.
 - a. Promptly submit an accurate and complete written report detailing conflicting elements to Commissioner.
 - b. Pending receipt of directive from Commissioner or City of New York, rearrange demolition schedule as necessary to continue progress of overall Work without delay.
- B. Shoring, Bracing and Structural Support:
 1. Provide shoring, bracing, and structural supports to preserve stability and prevent movement, settlement or collapse of construction and finishes to be selectively demolished and adjacent facilities to remain.
 - a. Retain a professional engineer licensed in the State of New York to engineer temporary shoring, bracing, and structural support as needed.
 - b. Strengthen or add new supports when required during progress of selective demolition.
 - c. If safety of structure appears to be endangered, cease operations immediately, notify Commissioner, and take precautions to support structure until determination is made for continuing operations.
- C. Demolish and remove existing construction only to the extent required by new construction and as indicated.



1. At any one time, remove only that portion of the existing construction that can be immediately protected so that building interior remains watertight and weathertight.
2. Where selective demolition converges with existing construction to remain:
 - a. Comply with DDC General Conditions.
 - b. Conduct operations in a manner to protect adjacent and surrounding surfaces and material to remain from damage. Do not damage substrates to remain.
 - c. 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, to minimize disturbance of adjacent surfaces.
 - d. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - e. Remove residual mortar, adhesives, or other matter, from material to remain, in preparation for tie-in of new Work. (For example, where deficient brick has been removed, remove mortar around perimeter of area in preparation for new brick and mortar.)
3. Where whole units are being removed for replacement (e.g., masonry units, sills, lintels, wall panels, etc.), cut out whole units from joint to joint in a manner to permit replacement of full size units, and carefully remove without damaging surrounding construction.
4. Do not use cutting torches until Work area is cleared of flammable materials. At concealed spaces (e.g., duct and pipe chases, etc.), verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations. Maintain adequate ventilation when using cutting torches.

3.02 Removed and Reinstalled Items

- A. Carefully remove items, which will be reinstalled in the Work, from existing construction in a manner to prevent damage.
- B. Clean removed items.
- C. Label items to include the following information:
 1. Date removed.
 2. Item number, if applicable.
 3. Description.
 4. Location (where removed).
- D. Pack or crate items. Identify contents of containers.
- E. Protect items from damage in handling, transport and storage.
- F. Reinstall items in locations indicated. Comply with installation requirements for new products and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.



3.03 Replication Specimens

- A. For building elements that will be reproduced or duplicated in the final Work, comply with replication specimen requirements in DDC General Conditions.

3.04 Concrete Demolition

- A. Where required, perform concrete demolition as follows:
 - 1. Concrete Spall Demolition:
 - a. Do not impact reinforcing steel to remain with any tools. Use only hand tools at locations immediately surrounding embedded reinforcing steel.
 - b. Remove loose or deteriorated concrete to achieve sound condition. Acceptable tools include power "chipping" hammer (15 lbs max. weight) or hand tools.
 - c. Cut rectilinear perimeter at minimum depth, as indicated on Drawings. Acceptable tools include power driven grinder with diamond blade and vacuum attachment for dust collection.
 - 2. Mass Concrete Demolition and Trenching:
 - a. Do not impact reinforcing steel to remain with any tools. Use only hand tools at locations immediately surrounding embedded reinforcing steel.
 - b. Cut perimeter as indicated on Drawings. Acceptable tools include power driven diamond blade saw.
 - c. Break up slab concrete in small sections. Acceptable tools include pneumatic "paving breaker" hammer (70 lbs max. weight).

3.05 Masonry Demolition

- A. Where required, perform masonry unit and wall demolition as follows:
 - 1. Cut perimeter of area to be removed in a manner to protect adjacent material to remain from damage.
 - a. At head joints, short bed joints or end of long cuts, acceptable tools include power oscillating mortar removal tools or hand tools.
 - b. At long cuts, acceptable tools include power driven grinder with diamond blade and vacuum attachment for dust collection, or hand tools.
 - 2. Remove mass of masonry in small sections. Acceptable tools include electric demolition "chipping" hammer (15 lbs max. weight), power driven grinder with diamond blade and vacuum attachment for dust collection, or hand tools.

3.06 Mortar Joint Demolition

- A. Where required, rake mortar joint in a manner to protect masonry units from damage. Acceptable tools include:
 - 1. At head joints, short bed joints or end of long cuts, acceptable tools include power oscillating mortar removal tools or hand tools.



2. At long cuts, acceptable tools include power driven grinder with diamond blade and vacuum attachment for dust collection, or hand tools.
- B. Where mortar embedded units (e.g., masonry units, precast Architectural concrete units, CMU units, stone units, etc.) have been removed, remove mortar, loose particles and debris from existing surrounding units, in preparation for replacement units.

3.07 Roofing Demolition

- A. Where required, remove all existing overlay material, roof membrane, and accessories (nails, etc.) to expose substrate.

END OF SECTION 024119



THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 028013 – GENERAL CONTRACTOR WORK
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 (cumingtonite-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 1 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 Asbestos abatement contractor is responsible to retain a NYSDOL Licensed 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 demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must, submit documentation demonstrating compliance with all listed requirements. 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, must demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos abatement contractor".
 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 provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$250,000.00 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 of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work, brief description of the 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, 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.

- B. Insurance Requirements: The asbestos abatement contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.
- C. 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.

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.

GENERAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

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.

<u>PIPE INSULATION SIZE O.D.</u>	<u>PIPE SIZE O.D.</u>	<u>SQUARE FOOTAGE PER LINEAR FOOT</u>
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.

$$100 \times 0.65 = 65 \text{ sq.ft.} \quad 65 \times \text{unit price} = \text{Payment}$$

$$100 \times 2.62 = 262 \text{ sq.ft.} \quad 262 \times \text{unit price} = \text{Payment}$$

- 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)

$$1000 \text{ S.F.} \times (1.5) \times \text{the Unit Price} = \text{Payment}$$

- 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

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 028213

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 Regents Family Center, located at 2720 Broadway, New York, NY 10025.
- 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% Review Submission Drawings titled “Building Envelope Rehabilitation for Regents Family Center,” dated 06/08/16, prepared by Super Structures Engineers & Architects;
 - 2. Asbestos survey reports prepared by Louis Berger & Assoc., P.C. (LBA) dated 02/22/16 & 07/11/16.
- 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.

ASBESTOS ABATEMENT

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 tar on chimney, black; tar on slope roof & gutters; tar vapor barrier under metal roof; tar on parapet wall; roof membrane; drain flashing; tar on building base, black and tar on brick wall.
 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: Roof Plan

- a. Remove and dispose of asbestos-containing tar on chimney within **Work Area 1**. Asbestos-containing tar on chimney shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.
- b. Remove and dispose of asbestos-containing tar on slope roof and gutters and tar vapor barrier under metal roof within **Work Area 2**. Asbestos-containing tar on slope roof and gutters and tar vapor barrier under metal roof shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.
- c. Remove and dispose of asbestos-containing roof membrane, drain flashing, tar on parapet wall within **Work Area 3**. Asbestos-containing roof membrane and drain flashing shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-107 Foam Procedure for Roof Removal. Asbestos-containing tar on parapet wall shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement

ASBESTOS ABATEMENT

from Vertical Exterior Surfaces. The asbestos abatement contractor shall be responsible for the removal and disposal of all roofing materials down to the substrate/deck.

- d. Remove and dispose of asbestos-containing tar on building base within **Work Area 4**. Asbestos-containing tar on building base shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
1	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	75 Sq. Ft. of Tar on Chimney	—
2	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	3,950 Sq. Ft. of Tar Vapor Barrier under Metal Roof	—
		175 Sq. Ft. of Tar on Slope Roof and Gutter	—
3	NYCDEP Section § 1-107 Foam Procedure for Roof Removal	210 Sq. Ft. of Roof Membrane and Drain Flashing	—
	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	145 Sq. Ft. of Tar on Parapet Wall	—
4	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	90 Sq. Ft. of Tar on Building Base, Black	—

ASBESTOS ABATEMENT

2. Drawing H003.00: East Elevation

- a. Remove and dispose of asbestos-containing tar on brick wall within **Work Area 5**. Asbestos-containing tar on brick wall shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
5	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	100 Sq. Ft. of Tar on Brick Wall	—

- D. The facility is under the jurisdiction of the New York City Department of Homeless Services. 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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

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:
 2. Shall be performed at no additional charge to the City.
 3. Shall be performed at times not interfering with the other activities in the building.
 4. Shall be performed only with written consent from the Commissioner and the Facility Manager.
 5. 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 demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.

ASBESTOS ABATEMENT

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, as an "Asbestos Abatement Contractor".
 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 provide evidence of having successfully performed and completed in a timely fashion at least 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 of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work; brief description of the 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, 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.
- 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. 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

ASBESTOS ABATEMENT

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

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

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) more than 25 linear feet or more than 10 square feet of 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

ASBESTOS ABATEMENT

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. NYCDEP or DEP: The New York City Department of Environmental Protection.
38. 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.
39. DOB: The New York City Department of Buildings.

ASBESTOS ABATEMENT

40. 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.
41. ELAP: Environmental Laboratory Approval Program administered by the New York State Department of Health.
42. 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.
43. 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.
44. 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.
45. EPA or USEPA: United States Environmental Protection Agency.
46. 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.
47. 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.
48. FDNY: The Fire Department of the City of New York.

ASBESTOS ABATEMENT

49. 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.
50. 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.
51. 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.
52. 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.
53. HEPA vacuum equipment: "HEPA vacuum equipment" shall mean vacuuming equipment with a HEPA filter.
54. Holding Area: Chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.
55. Homogeneous Work Area: Portion of the Work Area that contains one type of ACM and/or where one type of abatement is used.
56. 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.

ASBESTOS ABATEMENT

57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. Movable Object: Unit of equipment or furniture in the Work Area that can be removed from the Work Area.
63. 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.

ASBESTOS ABATEMENT

64. NESHAPS: National Emission Standards for Hazardous Air Pollutants.
65. NFPA: The National Fire Protection Association.
66. NIOSH: National Institute for Occupational Safety and Health.
67. DEP or NYCDEP: New York City Department of Environmental Protection
68. NYSDOL: New York State Department of Labor.
69. 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.
70. NYSDOH: The New York State Department of Health.
71. 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.
72. 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.
73. OSHA: Occupational Safety and Health Administration.
74. Outside air: "Outside air" shall mean the air outside the work place.
75. 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.
76. 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.
77. Personal Protective Equipment (PPE): Appropriate protective clothing, gloves, eye protection, footwear, and head gear.
78. Phase Contrast Microscopy (PCM): The measurement protocol for the assessment of the fiber content of air. (NIOSH Method 7400).

ASBESTOS ABATEMENT

79. Physician: Person licensed or otherwise authorized under Article 131 Section 65.22 of the New York State Education Law.
80. Plasticize: To cover floors and walls with fire retardant plastic sheeting as herein specified or by using spray plastics as acceptable to the Department.
81. 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)
82. Project Designer: A person who holds a valid Project Designer Certificate issued by the New York State Department of Labor.
83. Project Monitor: A person who holds a valid Project Monitor Certificate issued by the New York State Department of Labor.
84. 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.
85. 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.
86. 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.
87. 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.
88. 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.
89. 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.

ASBESTOS ABATEMENT

90. Replacement material: Any material used to replace ACM that contains less than .01 percent asbestos.
91. Shift: A worker's, or simultaneous group of workers', complete daily term of work.
92. 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.
93. 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.
94. Staging Area: Work Area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the Work Area.
95. Strip: To remove asbestos materials from any part of the facility.
96. 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.
97. Surface barriers: The plasticizing of walls, floors, and fixed objects within the work area to prevent contamination from subsequent work.
98. Surfactant: Chemical wetting agent added to water to improve penetration.
99. 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.
100. Visible Emissions: Emissions containing particulate material that are visually detectable without the aid of instruments.
101. 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.
102. 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.

ASBESTOS ABATEMENT

103. 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.
104. Wet methods: "Wet methods" shall mean the use of amended water or removal encapsulants to minimize the generation of fibers during ACM disturbance.
105. Work Area: Designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take(s) place.
106. 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.
107. Work Place: The work area and the decontamination enclosure system(s).
108. 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.
109. 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 PAGING 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 digital telephone paging device ("Beeper") and/or cellular telephones which can be activated by a telephone number in the 212 or 646 or 718 or 917 or 929 area code. He shall supply the Department of Design and Construction with the activation number for the device and he is liable to respond back to the calls from DDC within the next one (1) hour period after he 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.

ASBESTOS ABATEMENT

- 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. 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

ASBESTOS ABATEMENT

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. The 8-hour time weighted average airborne concentration of fibers to which any passerby may be exposed shall not exceed 0.01 fibers per cubic centimeter of air when fibers have a physical dimension longer than 5 micrometers as determined by the method prescribed in these Specifications.
2. 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.

ASBESTOS ABATEMENT

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

ASBESTOS ABATEMENT

- 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.
9. 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.
10. 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.

ASBESTOS ABATEMENT

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).

ASBESTOS ABATEMENT

- 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. The general contractor shall submit, as required, an asbestos abatement permit due to one or more of the activities listed in 1.07 (B) (1-8) and (B) (13) of this specification. The asbestos abatement contractor is responsible for submitting, with an asbestos project notification, a work place safety plan (WPSP) and any other applicable construction documents. These documents must be prepared by a registered design professional.
- E. A WPSP 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 asbestos abatement 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.

ASBESTOS ABATEMENT

- 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 general contractor 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

ASBESTOS ABATEMENT

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, and shall be advised on safe decontamination.
- 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 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, 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.

ASBESTOS ABATEMENT

- 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 NYCDEP identification numbers of Waste Hauler.

ASBESTOS ABATEMENT

- 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 persons who will be employed by him in 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.
- 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 on title page the project name, name, address and phone number of Environmental Control Representative; name, address and phone number of asbestos abatement contractor; name, address and phone number of asbestos abatement contractor and City's air testing entity; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved by the laboratory for entry into the Work Area.

ASBESTOS ABATEMENT

(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.

r. 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. 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 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,

ASBESTOS ABATEMENT

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 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 and NYSDOL 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).

ASBESTOS ABATEMENT

- k. A copy of each Asbestos Project Conditional Closeout Report (ACP-20).
 - l. A copy of the Asbestos Project Completion Form (ACP-21).
9. The asbestos abatement contractor shall submit one of the following certifications to the DOB, 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 as part of the asbestos abatement contractor's "Shop Drawings".

ASBESTOS ABATEMENT

- C. It is the asbestos abatement a 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.
- E. The a asbestos abatement contractor will have at all times in his possession and in view at the job site the OSHA regulations 29 CFR 1910.1001, and 1926.1101 Asbestos, and Environmental Protection Agency 40 CFR, Part 61, subpart B: National Emission Standard for asbestos, asbestos stripping, work practices and disposal of asbestos waste. He shall also have 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 a 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 43rd Street (between 5th and 6th Avenue) 4th 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

ASBESTOS ABATEMENT

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, 8th 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

ASBESTOS ABATEMENT

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, 21st 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,

ASBESTOS ABATEMENT

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.
- 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 WPSP.
- 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. Insure 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

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

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 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 the asbestos abatement 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 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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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 system shall NOT be used to remove refuse.
- 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 26 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.

ASBESTOS ABATEMENT

- 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 Factors⁵

Type of Respirator ^{1,2}	Half mask	Full facepiece	Helmet/hood
1. Air-Purifying Respirator	³ 10	50	.....
2. Powered Air-Purifying Respirator (PAPR)	50	1,000	⁴ 25/1,000
3. Supplied-Air Respirator (SAR) or Airline Respirator			
• Demand mode	10	50	.....
• Continuous flow mode	50	1,000	⁴ 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

Notes:

¹Employers 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.

²The 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.

³This APF category includes filtering facepieces, and half masks with elastomeric facepieces.

⁴The 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.

ASBESTOS ABATEMENT

⁵These 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.

ASBESTOS ABATEMENT

- 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 two sets of fresh filters, for use by personnel who are authorized to inspect the worksite. 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.

ASBESTOS ABATEMENT

- 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-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. Respirators, disposable coveralls, head covers and foot covers shall be provided by the asbestos abatement contractor for the Facilities Representative, Construction Project Manager and any other authorized representative who may inspect the Work Area. Provide two respirators and six respirator filter changes per day.

1.17 AIR MONITORING - ASBESTOS ABATEMENT CONTRACTOR

- A. Asbestos abatement contractor shall employ a qualified industrial hygiene laboratory to analyze air samples in accordance with OSHA Regulations, 1926.1101 (Asbestos Standards for Construction) and New York City regulations.
- B. 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).
- C. Industrial hygiene laboratory shall also be a current proficient participant in the NIST/NVLAP Quality Assurance Program for the identification of bulk samples. Laboratory identification number shall be submitted to and approved by the City.

ASBESTOS ABATEMENT

- D. Air monitoring responsibilities for the asbestos abatement contractor's employees, shall be performed by a representative of the industrial hygiene laboratory retained by the asbestos abatement contractor.
- E. Asbestos abatement contractor shall submit to the City all credentials of the designated (as defined in OSHA 1926.1101) and industrial hygiene laboratory representative for approval.
- F. Air monitoring and inspection shall be conducted by the Asbestos abatement contractor's competent person (as defined in OSHA 1926.1101).
- G. Continuous (daily or per shift) monitoring and inspection will include Work Area samples, personnel samples from the breathing zone of a worker to accurately determine the employees' 8-hour TWA (unless Type C respirators are used) and decontamination unit clean room samples.
- H. Work Area samples and employee personnel samples shall be taken using pumps whose flow rates can be determined to an accuracy of +5-percent, at a minimum of two liters per minute. This must be demonstrated at the job site.
- I. Sampling and analysis methods shall be per NIOSH 7400A.
- J. Test Reports:
 - 1. Promptly process and distribute one copy of the test results, to the Commissioner.
 - 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 by facsimile notify the Commissioner within 24 hours of the results of each test, followed by written notification within three days.
- K. 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.
- L. All costs for required air monitoring by the asbestos abatement contractor's competent person shall be borne by the asbestos abatement contractor.
- M. 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.

ASBESTOS ABATEMENT

- N. All samples shall be accompanied by a Chain of Custody Record that shall be submitted to the Construction Project Manager upon completion of analysis.

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:

ASBESTOS ABATEMENT

		Pre-Abatement	During Abatement	Post Abatement
Large Asbestos Projects				
1.	Full Containment	10	5	10
2.	Glovebag inside Tent	5 ^a	5 ^a	5 ^a
3.	Exterior Foam and Vertical Surfaces	-	5 ^c	5 ^d
4.	Interior Foam	10	5 ^c	10 ^d
Small Asbestos Projects				
1.	Full Containment	6	3	6
2.	Glovebag inside Tent	3 ^b	3 ^b	3 ^b
3.	Tent	3 ^b	3 ^b	3 ^b
4.	Exterior Foam and Vertical Surfaces	-	3 ^c	3 ^d
5.	Interior Foam	6	3 ^c	6 ^d
Minor Projects				
1.	Glovebag inside Tent	-	-	1 ^d
2.	Tent	-	-	1 ^d
3.	Exterior Foam and Vertical Surfaces	-	-	1 ^d
4.	Interior Foam	-	-	1 ^d

Notes:

- a. if more than three (3) tents then two (2) samples required per enclosure.
 - b. if more than three (3) tents then one (1) sample required per enclosure.
 - c. samples shall be taken within the work area(s).
 - d. 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.

ASBESTOS ABATEMENT

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:

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS 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. Area air sampling during abatement shall be conducted as specified in the following documents except as restricted or modified herein:
1. Measuring Airborne Asbestos Following an Abatement Action, US EPA document 600/4-85-049 (Nov., 1985);
 2. Guidance for Controlling Asbestos-Containing Materials in Buildings; US EPA Publication 560/5-85- 024 (June, 1984);
 3. Methodology for the Measurement of Airborne Asbestos by Electron Microscopy US EPA Contract No. 68-02- 3266;
 4. Mandatory and non-mandatory Electron Microscopy Methods set forth in 40 CFR Part 763, Subpart E, Appendix A.
 5. NIOSH 7400 method using "A" counting rules
- N. In accordance with the above criteria, area samples (see NYCDEP Asbestos Control Program Regulations) shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM, 25mm cassettes	560 liters	5 to 15 liters/minute
TEM, 25mm cassettes	560 liters	1 to 10 liters/minute
TEM, 37mm cassettes	1,250 liters	1 to 10 liters/minute

ASBESTOS ABATEMENT

- O. 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.
- P. 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.
- Q. For post-abatement monitoring, area samples shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM	1,800 liters	5 to 15 liters/minute
TEM	1,250 liters	1 to 10 liters/minute

ASBESTOS ABATEMENT

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.

R. 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, 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 information into the DEP ARTS database within 24 hours of work area completion to allow the Third Party Air Monitoring Firm to complete and submit the ACP-15 forms for each specific work area.

ASBESTOS ABATEMENT

6. The asbestos abatement contractor shall provide the ACP-20 and ACP-21 forms to the Third Party Air Monitoring Firm within 48 hours of receipt.

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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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. Wire brushes maybe used for cleaning pipe joints within glove-bags upon written approval of the Construction Project Manager.
- 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.

ASBESTOS ABATEMENT

- 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, NECA 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.

ASBESTOS ABATEMENT

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 NEC, 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 (.006") 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.

ASBESTOS ABATEMENT

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 (NYCDOS) 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.

ASBESTOS ABATEMENT

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 (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 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 twelve 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.

ASBESTOS ABATEMENT

- c. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.
- 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.

ASBESTOS ABATEMENT

- (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 tool, 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, 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.
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.

ASBESTOS ABATEMENT

- 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 twelve 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.
- 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.

ASBESTOS ABATEMENT

- (2) 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.

B. 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.

- C. 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 job 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.

ASBESTOS ABATEMENT

- 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-vacuums 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;

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

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

ASBESTOS ABATEMENT

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-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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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 AFDs 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 Areas 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.

ASBESTOS ABATEMENT

- (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.

ASBESTOS ABATEMENT

- (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.

ASBESTOS ABATEMENT

- (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.

ASBESTOS ABATEMENT

- 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

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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.

ASBESTOS ABATEMENT

- 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.
- D. Removal of ACM from Vertical Exterior Surfaces utilizing NYCDEP Title 15, Chapter 1 §1-109 Abatement from Vertical Exterior Surfaces procedures shall be as follows:

Preparation procedures: This procedure shall apply to the abatement of asbestos-containing materials from vertical exterior surfaces such as, but not limited to caulking or glazing compounds, asphaltic materials or tar, cement siding or shingles (including transite), paints, sealants coping stone caps or clay roof tiles.

- a. The entire surface to be abated and ground-level perimeter shall be considered the work area unless partitions and warning tape are used to define the work area.
- b. A restricted area shall be established using warning tape extending at least 25 feet from the affected areas of the building or to the nearest vertical obstruction or the curb.
- c. The restricted area may be entered only by certified workers or authorized visitors.
- d. Before plasticizing, the restricted area shall be inspected for ACM debris and, if necessary, pre-cleaned using HEPA vacuums and wet methods.
- e. All openings to the building or structure's interior which are within 25 feet of the affected ACM shall be closed and sealed.
- f. Scaffolding erected to access the ACM shall be constructed, maintained, and used in accordance with applicable federal, state, and city laws.
- g. Horizontal surfaces beneath the affected ACM shall be covered with two layers of fire-retardant 6-mil plastic to a width of six feet.
- h. Elevated platforms being used to access the affected ACM shall be plasticized with two layers of fire-retardant 6-mil plastic, which shall extend up from the platform to at least the height of the mid-rail on three sides, and shall be attached directly to the building just below the surfaces under abatement.

ASBESTOS ABATEMENT

- i. The ground-level restricted area shall be cleared of all moveable objects and plasticized with two sheets of fire-retardant 6-mil plastic, which shall be extended one foot up the side of the building. The plasticized area shall be ten feet wide for every floor up to a maximum width of thirty feet, or to the curb. This plastic shall be cleaned, replaced, and disposed of as asbestos waste at the end of each shift.
 - j. Sidewalk bridges in the restricted area shall be covered with two layers of fire retardant 6-mil plastic, placed over and secured to the bridge, spread across the full width, draped over the side to ground level, and extended to a width of at least thirty feet.
 - k. Establish a remote decontamination unit in accordance with Section 3.01 within the restricted area.
 - l. Construct all elevated work platforms a minimum of one foot below the surface to be abated.
 - m. Pre-Removal Inspections
 - (1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Project 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 Project Monitor's approval of the Work Area preparations, removal of ACM may commence.
2. Removal of ACM Materials:
- a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.
 - b. Remove the caulk using hand tools such as knives or scrapers.
 - c. Exercise caution when removing caulking material to prevent damage to windows or skylight openings.

ASBESTOS ABATEMENT

- d. Remove any residual asbestos-containing caulking material from the substrate using wet cleaning methods and nylon-bristled hand brushes. The use of metal bristled brushes is prohibited.
 - e. Place the removed material immediately into a properly labeled 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.
 - f. Following the completion of removal of caulking, all visible residues shall be removed from the substrate.
 - g. Air sampling shall be conducted in compliance with NYC DEP Title 15 Chapter 1, §1-41 Air Sampling Schedule. This sampling shall be performed by the Third Party Air Monitoring Firm.
3. Following Removal of ACM :
- a. The stripped substrate shall be HEPA vacuumed and wet-wiped.
 - b. A visual clearance inspection shall be conducted by the asbestos handler supervisor and project monitor after the work area dries, to ensure the absence of ACM residue or debris in the work area.
 - c. After the inspection is completed, the warning tapes and barriers may be removed.
 - d. The clearance inspection shall be documented in the log and the project air sampling log.
 - e. Air monitoring shall be conducted in accordance with relevant provisions.
 - f. Asbestos abatement contractor shall request and pass a visual inspection performed by the consultant before proceeding to the next step. Documentation of passing this inspection shall be recorded in a daily logbook.
 - g. The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.
 - h. If the Work is accepted by the Third-Party Air Monitor based on the inspection, asbestos abatement contractor shall be notified. Conduct the following activities in accordance with the contract and all applicable laws, codes, rules and regulations:
 - (1) All waste shall be removed from the Work Area and holding areas.

ASBESTOS ABATEMENT

- (2) All tools and equipment are to be removed and decontaminated in the decontamination enclosure system.
- i. If the Work is not approved, the Third-Party Air Monitor will inform Asbestos abatement contractor who will then HEPA-vacuum and/or wet-clean the Work Area. The Third-Party Air Monitor will then perform a subsequent visual observation. This process will continue until the Third-Party Air Monitor accepts the Work Area as clean.
 - j. Final Barrier Removal
 - (1) Upon receipt of acceptable observation results, polyethylene sheeting and barrier tape shall be removed and disposed accordingly as ACM.
 - (2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.
 - (3) The Third-Party Air Monitor will conduct final visual inspection. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization. Other Information: Extra time required to clean Work Areas in order to achieve clearance criteria shall not be considered grounds for an extension of time for contract completion.

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.

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

- 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-vacuuuming 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.

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

- 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 registered hazardous 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.

ASBESTOS ABATEMENT

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.

ASBESTOS ABATEMENT

- 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



030100 CONCRETE RESTORATION

PART 1 - GENERAL

1.01 Related Document

- 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 restoration of concrete spalls and cracks, and other aesthetic and structural restorative treatments to concrete.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples.
- C. Contractor to provide Manufacturer-approved credentials: Prior to pre-installation conference, submit credentials issued by manufacturer of concrete restoration products.
- D. Field Quality Control Test Reports:
 - 1. Concrete Spall Restoration Bond Strength Test Reports.
 - 2. Non-Traffic Coating (Finish Coating) Bond Strength Test.
- E. Warranty Prerequisites:
 - 1. Prior to pre-installation conference, submit the following:
 - a. Warranty letter of intent, and evidence of manufacturer approval.
 - b. Sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports (On-demand).

1.04 Performance Requirements

- A. Performance of Concrete Spall Restoration: Minimum tensile and bond strength shall be 200 psi.
- B. Performance of Concrete Coatings (Traffic Bearing): Minimum tensile and bond strength shall be 200 psi.
- C. Performance of Concrete Coatings (Non-Traffic Bearing): Minimum tensile and bond strength shall conform to Classification 3B, 4B or 5B per ASTM D 3359.



1.05 Quality Assurance

- A. Comply with the following, except where exceeded by the requirements in this Section:
 - 1. ACI 224 "Cracking."
 - 2. ACI 503 "Adhesives for Concrete."
 - 3. ACI 546 "Repair of Concrete."
- B. Pre-installation Conference: Prior to starting concrete restoration Work, conduct an on-site conference to review the detailed requirements of the Work.
 - 1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, City of New York's Project representative, manufacturer's authorized representative, manufacturer trained installer. Provide seven (7) business days advance notice to attendees.
 - 2. Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Condition of substrate and preparation.
 - f. Proposed equipment.
 - g. Mixing procedures.
 - h. Installation sequence.
 - i. Quantification procedures.
 - j. Curing procedures.
 - k. Mockups.
 - l. Tests and inspections.

1.06 Tests and Inspections

- A. Field Quality Control Testing:
 - 1. Concrete Spall Restoration Tensile and Bond Strength Testing:
 - a. Performance Models: Commissioner will determine three (3) locations for each spall restoration detail, where spall restoration has occurred, to be used as performance models for field testing.
 - b. Testing: Immediately following manufacturer's recommended time period for development of bond, conduct pull tests in accordance with ASTM C 1583 / ASTM C 1583M on each performance model to measure tensile and bond strength of each concrete spall restoration performance model. Arrange for Commissioner and manufacturer's authorized representative to be present at testing, provide five (5) business days' notice.



- c. Test Reports: Reports shall include date of test, location, date concrete spall restoration was installed, test method, and test results.
 - d. Acceptance: Obtain Commissioner's written acceptance of test reports before proceeding with the Work.
2. Concrete Coating Adhesion Testing (Non-Traffic Bearing Surfaces):
- a. Performance Models: Commissioner will determine three (3) locations per 5,000 square foot area for each coating detail where coating application has occurred, to be used as performance models for field testing.
 - b. Testing: Immediately following manufacturer's recommended time period for development of material bond, conduct pull tests in accordance with ASTM D 3359 on each performance model to measure pull-off strength of each concrete coating performance model. Arrange for Commissioner and manufacturer's authorized representative to be present at testing, provide five (5) business days' notice.
 - c. Test Reports: Reports shall include date of test, location, date concrete spall restoration was installed, test method, and test results.
 - d. Acceptance: Obtain Commissioner's written acceptance of test reports before proceeding with the Work.

1.07 Project Conditions

- A. Weather Condition Limitation: Proceed with concrete restoration Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturers' recommendations and warranty requirements.

1.08 Warranty

- A. Product Manufacturer's Warranty:
 1. Written form in which manufacturer agrees to furnish concrete restoration products and labor to repair or replace those areas of concrete restoration that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 2. Warranty period for coated or sealed concrete repairs: Five (5) Years.
 3. Warranty period for protective coatings and sealers: Five (5) Years.
- B. Manufacturer's Inspection and Approval:
 1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's written approval report stating that the Work complies with the requirements for Warranty.



PART 2 - PRODUCTS

2.01 General

- A. Product Source Limitation: Concrete restoration products are intended to be installed as a warranted system. Use only compatible products from the same manufacturer without exception, unless authorized in writing by Commissioner, and approved in advance by manufacturer.
- B. Product Callout Abbreviations Key: Concrete coating product callouts (e.g. 2-CB-T) include the following abbreviations:

2	2 coats
3	3 coats
4	4 coats
A	Aggregate Finish
S	Smooth Finish
T	Textured Finish
CB	Crack bridging
NCB.....	Non-crack bridging
UV	UV resistant
NUV.....	Not UV resistant

2.02 Repair Mortars

A. Concrete Deck Repair Mortar

- 1. BASF System:

Bonding Agent:	MasterEmaco P 124	BASF
Repair Mortar:	MasterEmaco T 1060, MasterEmaco T 1061	BASF
- 2. Sika System:

Repair Mortar:	SikaQuick 1000	Sika
----------------	----------------	------

Note: Prime concrete with scrub coat, per Manufacturer's Recommendations.
- 3. Sonopatch 100 Sonneborn
- 4. Or approved equal

B. Structural Concrete Repair Mortar

- 1. MasterEmaco N 400, MasterEmaco N 400 RS BASF
- 2. Sikatop 123 Plus Sika
- 3. Sonopatch 200 Sonneborn



4. Or approved equal

2.03 Bonding Agent and Rebar Coating

A. Bonding Agent

- | | |
|--|--------------|
| 1. MasterEmaco P 124 | BASF |
| 2. Cretelox | ChemMasters |
| 3. Intralok Bonding Agent and Integral Admixture | W.R. Meadows |
| 4. Or approved equal | |

B. Corrosion Resistant Rebar Coating

- | | |
|---|--------|
| 1. MasterProtect P 8100 AP
<u>Quart size containers or smaller. Comply with New York
Department of Environment Conservation regarding VOC
limitations.</u> | BASF |
| 2. Arimatec 110 | Sika |
| 3. MCI Coating for Rebar | Cortec |
| 4. Or approved equal | |

2.04 Curing Materials

A. Polyethylene Film

1. 4 mils white opaque polyethylene film.
2. Comply with ASTM C 171.

B. Duct Tape (3" Wide)

- | | |
|---|----------|
| 1. Duct Tape 6969
Silver, 72 mm Wide (for securing polyethylene) | 3M |
| 2. 9mil Shurtape #600 | Shurtape |
| 3. 223 Polyken Black | Polyken |
| 4. Or approved equal | |

2.05 Crack Injection Epoxy and Ports

A. Injection Epoxy Adhesive for Cracks Hairline to 1/4"

- | | |
|----------------------|-----------|
| 1. MasterInject 1500 | BASF |
| 2. Epofil | Sonneborn |



- 3. Sikadur 35 Hi-Mod LV Sika
- 4. Or approved equal

B. Injection Port

- 1. Supplied by manufacturer or pressure injection equipment and as recommended by injection epoxy manufacturer.

2.06 Surface Sealers

A. Concrete Spall Surface Sealer

- 1. For Indoor Applications:
 - a. MasterKure CC 1315 BASF
 - b. Vocomp-20 W.R. Meadows
 - c. Kure N Seal W Sonneborn
 - d. Or approved equal

2.07 Finish (Non-Traffic) Coatings

A. Finish (Non-Traffic) Coating 2-CB-S

- 1. BASF 2-Coat System:

Prime Coat:	MasterProtect HB 300 SB	BASF
Top Coat:	MasterProtect EL 850	BASF
- 2. Permaflex Sani-Tred
- 3. Enviroseal Degussa Construction
Chemicals
- 4. Or approved equal

PART 3 - EXECUTION

3.01 General

- A. Comply with DDC General Conditions.
- B. All concrete restoration work shall be sealed and coated as indicated on drawings, or as otherwise directed by Commissioner.

3.02 Preparation

- A. Final concrete surface preparation for Concrete Repairs (before application of bonding agent):



1. After marking out the repair perimeter and removing the concrete to the extent indicated on drawings, and before applying any bonding agent, prepare the concrete substrate surfaces as follows:
 - a. Follow ICRI Technical Guidelines, in compliance manufacturer's instructions for particular substrate conditions.
 - b. Mechanically remove an additional 1/8" -3/8" from all concrete substrate surfaces, up to the bottom of the sawcut.
 - c. Roughen sawcut surfaces to remove smooth finish.
 - d. Achieve a concrete surface profile (CSP) in the range from ICRI-CSP 5 to ICRI-CSP 10, on all substrate surfaces, unless otherwise specifically indicated by manufacturer.
- B. Concrete Coating Preparation: Perform surface preparation and cleaning, following ICRI Technical Guidelines, in compliance with manufacturer's instructions for particular substrate conditions.
 1. For finish (non-traffic) coatings: ICRI-CSP 2
 2. For traffic coating (e.g. balcony floors, parking decks): ICRI-CSP 6

END OF SECTION 030100



**Department of
Design and
Construction**

Regents Family Residence
Exterior Restoration
FMS No. - HH115REGX

THIS PAGE INTENTIONALLY LEFT BLANK



033000

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 Related Document

- 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 cast-in-place concrete, and related formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishing.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. The contractor shall 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.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. ACI 301 "Specifications for Structural Concrete Buildings."
 - 2. ACI 318 "Building Code Requirements for Reinforced Concrete"
 - 3. ACI 117 "Tolerances for Concrete Construction."

1.05 Tests and Inspections

- A. Field Quality Control Testing: refer to Contract Drawings for the associated required testing.

1.06 Project Conditions

- A. Comply with ACI 306 "Cold Weather Concreting" for cold weather protection.
- B. Comply with ACI 305 "Hot Weather Concreting" for hot weather protection.



PART 2 - PRODUCTS

2.01 Concrete Materials

A. Concrete

1. Comply with the following:
 - a. Portland Cement: ASTM C 150, Type as required.
 - b. Fly Ash: ASTM C 618, Type C or F. Limit use of fly ash in concrete mix design to not exceed 25% of cement content by weight.
 - c. Aggregates:
 - 1) For lightweight concrete: ASTM C 330, except local aggregates of proven durability may be used when accepted in advance in writing by Commissioner.
 - d. Water: ASTM C 94, potable.
 - e. Air Entraining Admixture: ASTM C 260. Use air entraining admixture in all concrete, providing not less than 4% or more than 8% entrained air for concrete exposed to freezing and thawing, and from 2% to 4% for other concrete. No more than 4% to 7% for lightweight fire-rated interior slabs.
 - f. Water Reducing Admixture: ASTM C 494, type as required to suit project conditions.
 - g. Only use admixtures which have been tested and accepted in mix designs, unless otherwise approved in advance in writing by Commissioner.

2.02 Reinforcing Materials

A. Deformed Reinforcing Bars

1. Comply with ASTM A 775, Grade 60, unless otherwise indicated.

B. Welded Wire Fabric

1. Comply with ASTM A 884

2.03 Bonding Agent

A. Bonding Agent

- | | |
|----------------------|--------------|
| 1. MasterEmaco P 124 | BASF |
| 2. Instalok | W.R. Meadows |
| 3. Cretelox | ChemMasters |
| 4. Or approved equal | |

2.04 Concrete Design Mixtures

- #### **A. Provide lightweight concrete design mixture.**



- B. Design mixtures in compliance with Special Inspection requirements including, but not limited to, those indicated on Drawings.
- C. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both.

2.05 Concrete Mixing

- A. Job Site Mixing: Use drum type batch machine mixer, mixing not less than 1 1/2 minutes for one cubic yard or smaller capacity. Increase mixing time at least 15 seconds for each additional cubic yard or fraction thereof.
- B. Ready Mix Concrete: ASTM C 94.

PART 3 - EXECUTION

3.01 Formwork

- A. Provide, erect, shore, brace and maintain formwork to support vertical, lateral, static and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct so that concrete members and structures are of correct size, shape, alignment, elevation and position.
- C. Provide openings in formwork to accommodate Work of other trades.
- D. Clean and adjust forms prior to concrete placement. Apply form release agents or wet forms, as required. Retighten forms during concrete placement if required to eliminate leaks.

3.02 Embedded Items

- A. Place and secure anchorage devices and other embedded items required or adjoining Work that is attached to or supported by cast-in-place concrete. Use setting diagrams, templates and instructions for locating and setting.

3.03 Reinforcement

- A. Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Do not cut or puncture moisture barrier. Repair damage and reseal moisture barrier before placing concrete.

3.04 Joints

- A. Comply with Section 079200 (Joint Sealants).
- B. Provide construction, isolation, and control joints as indicated, and as required to stabilize differential settlement and random cracking.
 - 1. Locate construction joints so as not to impair strength and appearance of structure.



2. Construct joints true to line with faces perpendicular to surface plane of concrete.

3.05 Concrete Placement

- A. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
- B. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

3.06 Concrete Finishing

- A. Unless otherwise noted on Drawings, finish concrete as follows:
 1. Vertical Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.
 2. Horizontal Surfaces:
 - a. General:
 - 1) Comply with ACI 302 "Guide for Concrete Floor and Slab Construction" recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
 - 2) Comply with ASTM E 1155 to establish flatness and levelness as indicated below.
 - b. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, and other bonded applied cementitious finish flooring material.
 - 1) After leveling, while still plastic, roughen surface before final set to produce a profile amplitude of 1/4" in one direction.
 - 2) Plane surface to tolerance for floor flatness (Ff) of 15 and floor levelness (Fl) of 13.
 - 3) Slope surfaces uniformly to drain where required.
 - c. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish; or to slab surfaces to be covered with membrane waterproofing.
 - 1) Plane surface to tolerance for floor flatness (Ff) of 18 and floor levelness (Fl) of 15.
 - d. Trowel Finish: After applying a float finish, apply trowel finish to monolithic slab surfaces that are exposed to view or are to be covered with resilient flooring, paint or other thin film coating.
 - 1) Consolidate concrete surfaces by finish troweling, free of trowel marks, uniform in texture and appearance.
 - 2) Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.



3.07 Concrete Protecting and Curing

- A. Protection: Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.
- B. Curing: Comply with ACI 308 "Standard Practice for Concrete Curing." Do not use membrane curing compound unless approved by Commissioner. Approval will only be considered in areas where concrete is not to receive applied coating or toppings.

END OF SECTION 033000



THIS PAGE INTENTIONALLY LEFT BLANK



034500

PRECAST ARCHITECTURAL CONCRETE

PART 1 - GENERAL

1.01 Related Document

- 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 precast concrete window sills, copings, and other building elements.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Precast Architectural Concrete: Representative of finished exposed face of precast architectural concrete showing the full range of colors and textures indicated, 12" square and of actual thickness.
- C. Pre-construction Test Reports:
 - 1. Anchorage (to Backup) Pull-out Test Reports.
- D. Certification of Concrete Properties: Obtain from manufacturer written certification of concrete properties including compressive strength, air content, and absorption for each type and strength of concrete mixture. Submit no later than fifteen (15) business days prior to manufacturing.
- E. Shop Drawings: For each unit type showing profile, cross sections, reinforcement, exposed faces, typical dimensions, lifting loops, anchorage to structure, and design loads.
- F. Engineering Calculations: Prepared by a professional engineer licensed in the State of New York, indicating that units and accessories (e.g., hardware, anchors, etc.) as indicated on Shop Drawings are of adequate strength and size to resist all code mandated loads without overstress (using a factor of safety of 4), both in completed configuration, and during installation.

1.04 Quality Assurance

- A. Comply with MNL 117 "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products."



1.05 Tests and Inspections

A. Pre-construction Testing:

1. Anchorage (to Backup) Pull-out Testing:

- a. **Performance Models:** Construct performance models of anchorage into existing backup construction. Individual models shall be constructed for each anchor and backup construction configuration required for precast architectural concrete installation, at locations determined by Commissioner.
- b. **Testing:** Perform pull-out tests on each anchorage performance model.
 - 1) Arrange for Commissioner to be present at testing, provide five (5) business days notice.
 - 2) Retest as necessary until satisfactory results are obtained.
- c. **Test Reports:** Reports shall include date of test, location, products used, test method, and test results stating whether anchorage to backup construction complies, or does not comply with load requirements indicated on Shop Drawings, including the applicable factor of safety.
- d. **Acceptance:** Obtain Commissioner's written acceptance of test results before proceeding with precast architectural concrete installation Work.

PART 2 - PRODUCTS

2.01 Precast Architectural Concrete

A. Precast Architectural Concrete

1. Comply with the following:
 - a. **Concrete Materials:**
 - 1) Portland Cement: ASTM C 150 Type I or III (white)
 - 2) Coarse Aggregate: Granite, quartz, or limestone
 - 3) Fine Aggregate: ASTM C 33 manufactured sand unless otherwise specified
 - 4) Color: Inorganic iron oxide pigment
 - 5) Water: Potable
 - 6) Concrete strength (f 'c) per ASTM C 1194 shall be minimum 6000 psi.
 - 7) Absorption per ASTM C 1195 maximum 6%
 - 8) Air Content per ASTM C 173 between 4% and 6%.
 - b. **Reinforcement:** Reinforce as required for safe handling and structural stress. Minimum coverage 2" for bars 5/8" or larger and 1 1/2" for smaller bars.
 - c. **Hoisting Loops:** Provide stainless steel hoisting loops for precast architectural concrete units too large to be handled manually. Loops shall be cast integrally with the unit, and shall not penetrate any exposed surface of any unit.



2. Acceptable Manufacturers: Following is a list of acceptable manufacturers of precast architectural concrete products:
 - a. Architectural Molded Composites, Inc
 - b. MJM Studios
 - c. Essex Works
 - d. Towne House Restorations
 - e. Artistic Architecture Corp
 - f. David Finlay
 - g. David Kucera, Inc
 - h. Or approved equal

2.02 Reinforcing

A. Deformed Steel Reinforcing Bars (Epoxy Coated)

1. Comply with ASTM A 775

B. Welded Wire Fabric (Epoxy Coated)

1. Comply with ASTM A 884

2.03 Mortar

- A. Comply with Section 040513 (Masonry Mortar).

2.04 Anchors and Accessories

A. Dowel

1. HB 406 Stone Anchor Hohmann & Barnard
Comply with AISI 302/304 for stainless steel
2. DA 870 Dur-O-Wal
Comply with AISI 302/304 for stainless steel
3. #155 Dowel Heckman Building Products
Comply with AISI 302/304 for stainless steel
4. Or approved equal

B. Anchoring Compound

1. Comply with Section 040519 (Masonry Anchorage and Reinforcing).

C. Plastic Bearing Shim

1. #185-P Heckmann Building Products,
Inc.
Non-staining molded from copolymer plastic with
high compressive strength



2. CRL Plastic Bearing Shimstrip
3. Shimmers
4. Or approved equal

C.R. Laurence Co., Inc.
JVI

PART 3 - EXECUTION

3.01 Removal of Existing Terra Cotta Units

- A. Comply with Section 024119 (Selective Demolition).
- B. Support and protect remaining construction formerly supported by removed units.
- C. Remove mortar, loose particles and debris from existing masonry surrounding units, in preparation for replacement.

3.02 Installation of Precast Architectural Concrete Units

- A. Prepare existing construction by installing flashing, and embedded accessories, where indicated on Drawings.
- B. Lift precast architectural concrete units with suitable lifting devices at points provided by the manufacturer, and set level, plumb, square and true within the allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability and alignment as units are being permanently connected.
- C. Install and connect precast architectural concrete units as shown on Drawings and on approved Shop Drawings.
- D. Tool exposed mortar joints to match surrounding mortar joints.
- E. Seal vertical and top horizontal joints. Sealant color to match precast concrete, unless otherwise indicated.

END OF SECTION 034500



040120

UNIT MASONRY RESTORATION

PART 1 - GENERAL

1.01 Related Document

- 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 brick masonry unit removal and replacement, parging, and repointing of mortar joints.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Brick: For each type of brick to be incorporated in the Work. Sample sets should be in the form of straps or panels containing not less than 4 units.
- C. Product Test Reports:
 - 1. Brick Test Reports (On-demand).

1.04 Quality Assurance

- A. Comply with ACI 530.1/ASCE 6/TMS 602 "Building Code Requirements for Masonry Structures."

1.05 Tests and Inspections

- A. Product Testing:
 - 1. Brick Testing: Comply on-demand by Commissioner:
 - a. Test Specimens: Provide test specimen of the brick masonry units.
 - b. Testing: Test each type and grade of brick per ASTM C 67. If coefficient of variation of compression samples tested exceeds 12%, obtain compressive strengths by multiplying average compressive strengths by $(1 - 1.5) \times [(0.01 \times \text{coefficient of variation}) - 0.12]$.
 - c. Test Reports: Reports shall include date of test, products used, test method, and test results.



PART 2 - PRODUCTS

2.01 Brick

A. Brick

1. Face Brick (Unglazed): Comply with ASTM C 216.
 - a. Solid brick units (less than 25% core area) with face to fit condition indicated for common bond, headers, coining, lintels, arches, corners, and other special ground, cut, or sawed shapes where required to complete masonry restoration Work.
 - b. Provide uncured units with all exposed surfaces finished, for sills, caps and similar applications resulting in exposure of brick surfaces which otherwise would be concealed from view.
 - c. Size to be determined as an average measurement of the existing brick in each of the brick's dimensions.
 - d. Type: FBS.
 - e. Grade: SW (severe weathering)
 - f. Compressive Strength: 6000 psi
2. Concealed Brick: Comply with ASTM C 62.
 - a. Solid brick units of the same unit dimensions as face brick.
 - b. Grade:
 - 1) Brick Concealed Below Grade: Grade SW.
 - 2) Brick Concealed in Inner Wythe or Interior of Wall: Grade MW.
 - c. Other properties shall be compatible with face brick.

2.02 Concrete Masonry Units (CMU)

A. CMU

1. Load Bearing CMU: ASTM C 90.
 - a. Size shall be manufacturer's standard units with nominal face dimensions of 16" long x 8" high (15 5/8" x 7 5/8" actual) x thicknesses indicated.
 - b. Hollow Units: Minimum thickness of face shells and webs as required for each nominal width of units manufactured.
 - c. Solid Units: Having minimum 75% solid of cross section area.
 - d. Type I moisture controlled units.
 - e. Weight Classification: Normal weight.
 - f. Compressive Strength: 1700 psi in accordance with ASTM C 140.
 - g. Maximum Water Absorption:
 - 1) Normal Weight (\geq 125 lb/cf): 13%
2. Non-load Bearing CMU: ASTM C 129.



2.03 Pourable Grouts

- A. Pourable Grout (Fine)
 - 1. Comply with ASTM C 476.
- B. Pourable Grout (Course)
 - 1. Comply with ASTM C 476.

2.04 Anchorage

- A. Comply with Section 040519 (Masonry Anchorage and Reinforcing).

2.05 Mortar

- A. Comply with Section 040513 (Masonry Mortar).

2.06 Masonry Accessories

A. Compressible Filler

- 1. NS-Closed Cell Neoprene Sponge Hohmann & Barnard
- 2. DA 2010 Rapid Soft Joint Dur-O-Wal
- 3. Ceramar W.R. Meadows
- 4. Or approved equal

B. Expansion Joint Filler

- 1. NS-Closed Cell Neoprene Sponge Hohmann & Barnard
- 2. DA 2010 Rapid Expansion Joint Dur-O-Wal
- 3. Ceramar W.R. Meadows
- 4. Or approved equal

C. Weep Slot

- 1. QV Quadro-Vent Hohmann & Barnard
- 2. DA 1006 Cell Vent Weep Hole Ventilator Dur-O-Wal
- 3. Mortar Maze Weep Vent Advanced Building Products
- 4. Or approved equal



PART 3 - EXECUTION

3.01 Removal and Replacement of Masonry Units

- A. Removal:
 - 1. Comply with Section 024119 (Selective Demolition) for masonry unit removal.
- B. Preparation: Brush, vacuum or rinse masonry units and surrounding masonry to remove dust, dirt and loose debris. Allow to dry before proceeding unless pre-wetting is required below. Do not use wire brush or implements that mark or damage exposed surfaces.
- C. Pre-wetting High Absorption Brick Masonry:
 - 1. Wet high absorption brick units and surrounding masonry before laying.
 - 2. Allow units to absorb water so they are damp, but not wet (dry on the surface) at time of laying.
- D. Bonding and Coursing Pattern:
 - 1. Set masonry units in the bond pattern indicated, or if none is indicated, in running bond.
 - 2. Where rebuilding existing construction, match and fit replacement units into existing bonding and coursing pattern; maintain joint width to match existing.
 - 3. Bond wythes of composite masonry together using bonding system shown on Drawings.
 - 4. Do not traverse existing expansion joints with rebuilt masonry construction.
- E. Fitting and Cutting:
 - 1. Cut exposed masonry units, where necessary, in a manner to produce clean, sharp unchipped edges. Avoid the use (by proper layout) of less than half size units.
 - 2. Build other Work into masonry Work as shown on Drawings, fitting masonry units around other Work.
- F. Mortar Bedding:
 - 1. Lay solid units as follows:
 - a. Fully bed unit in mortar.
 - b. Butter ends of units with sufficient mortar to completely fill head joints and shove into place.
 - c. Do not deeply furrow bed joints or slush head joints.
 - 2. Lay hollow units as follows:
 - a. Fully bed face shells in mortar.
 - b. Fully bed webs in mortar in all courses in piers, columns, pilasters, and in grouted walls (including starting course).
 - c. Fully bed entire units including areas under cells at starting course on footings where cells are not grouted.
 - d. Butter ends of units with sufficient mortar to fill head joints and shove into place.



3. Fill collar joints between wythes in solid composite walls, unless otherwise shown on Drawings:
 - a. Where accessible from above, after each course is laid, fill the vertical, longitudinal collar joint between wythes solidly with mortar.
 - b. Where not accessible from above, solidly fill collar joints by parging face of wythe already in place and shoving units of other wythe into place.
 4. Keep wall cavities clean of mortar droppings.
- G. Jointing:
1. Do not mortar joints where other joint treatment is indicated on Drawings (e.g., sealant joints).
 2. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated. For glazed units, use a non-metallic jointer.
 3. Cut joints flush for masonry walls to receive plaster, parging, or other direct-applied finishes (other than paint), unless otherwise indicated.
- H. Curing: Cure mortar by maintaining in a damp condition for not less than 72 hours.

3.02 Anchorage

- A. Anchoring to Structural Members:
1. Anchor masonry to structural members where masonry abuts or faces new or existing structural members.
 2. Provide an open space not less than 1 inch in width between masonry and structural member, unless otherwise indicated.
- B. Wall Ties and Anchors:
1. Install wall ties and anchors as shown on Drawings.
 2. Install additional ties within 12 inches of openings and space not more than 36 inches apart around perimeter of openings.
 3. At intersecting and abutting walls, install ties at no more than 24 inches o.c. vertically.

3.03 Reinforcing

- A. Place reinforcement accurately spaced and at locations shown on Drawings, secured against displacement, and spliced by lapping, unless otherwise indicated, per ACI 530.
- B. Provide temporary formwork and shores as required for support of reinforced masonry elements.

3.04 Parging

- A. Where required, parge cavity wall face of backup wythe in a single coat approximately 3/8 inch thick. Trowel face of parge coat smooth.



3.05 Repointing

- A. Removal of Existing Mortar Joint: Comply with Section 024119 (Selective Demolition).
- B. Preparation: Brush, vacuum or rinse joint substrates to remove dust, dirt and loose debris. Allow to dry before proceeding unless pre-wetting is required below. Do not use wire brush or implements that mark or damage exposed surfaces.
- C. Pre-wetting High Absorption Brick Masonry:
 - 1. Do not pre-wet concrete masonry units (CMU).
 - 2. Wet high absorption brick units and surrounding masonry before laying.
 - 3. Allow masonry to absorb water and become damp, but not wet (dry on the surface) at time of pointing.
- D. Pointing (For Filling Prepared Mortar Joints):
 - 1. Apply first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas until a uniform depth is formed.
 - 2. Apply mortar in lifts (layers) not greater than 1/4", unless otherwise shown on Drawings.
 - 3. Fully compact the mortar in each layer and allow to become thumbprint hard before applying the next layer.
- E. Tooling:
 - 1. Remove mortar fins and smears before tooling joints.
 - 2. Fully compact mortar. Where existing masonry has rounded edges recess mortar slightly from face. Do not spread mortar over edges onto exposed masonry surfaces. Do not feather edge mortar.
 - 3. When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. For glazed units, use a non-metallic jointer. Remove excess mortar from edge of joint by brushing.
 - 4. Stipple joints lightly with a soft bristle brush to expose aggregate, if necessary to match appearance of original mortar.
- F. Curing: Cure mortar by maintaining in a damp condition for not less than 72 hours.

3.06 Protection

- A. Protect newly laid masonry from exposure to precipitation, excessive drying, freezing, soiling, backfill and other harmful elements.
- B. Hot Weather Requirements: Comply with hot weather construction requirements per ACI 530.1/ASCE 6/TMS 602.

3.07 Cleanup

- A. After mortar is thoroughly set and cured, remove matter accumulated during construction and wash down masonry as follows:



1. Remove large mortar particles by hand with wooden paddles and non metallic scrap hoes or chisels.
2. Wash Down:
 - a. Test wash down methods on sample panels before proceeding with wash down of masonry surfaces.
 - b. Wash down brick masonry in accordance with: Brick Industry Association Technical Notes on Brick Construction, No.20, June 2006, "Cleaning New Masonry: Bucket and Brush Hand Cleaning"

END OF SECTION 040120



THIS PAGE INTENTIONALLY LEFT BLANK



040122 MASONRY CLEANING

PART 1 - GENERAL

1.01 Related Document

- 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 coating removal of exterior masonry surfaces such as brick, terra cotta, and granite to remove organic and inorganic contaminants and existing coating from the surface and return masonry to a natural color.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Contractor to provide Manufacturer-approved credentials: Prior to pre-installation conference, submit credentials issued by manufacturer of masonry cleaning products.
- C. Documentation of Cleaning Mockups: Documentation of products and procedures used in cleaning mockups.
- D. Cleaning Application Log (On-demand).

1.04 Quality Assurance

- A. Comply with the following, except where modified by this Section:
 - 1. National Park Service Technical Preservation Services Division "Keeping It Clean: Removing Exterior Dirt, Paint, Stains, and Graffiti from Historic Masonry Buildings"
 - 2. The Brick Industry Association "Technical Note 20: Cleaning Brickwork"
- B. Pre-installation Conference: Prior to starting Work, conduct an on-site conference in accordance with DDC General Conditions to review the detailed requirements of the Work.
 - 1. Masonry Cleaning Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Project construction schedule.
 - c. Weather conditions.
 - d. Cleaning sequence.
 - e. Mockups.



1.05 Mockups

- A. Comply with mockup requirements indicated on Drawings, and in DDC General Conditions, and the following:
 - 1. Notification: Notify Commissioner and manufacturer's representative in writing, five (5) business days prior to cleaning mockups. Commissioner and manufacturer's authorized representative will be present during mockup to define cleaning parameters appropriate for specific applications.
 - 2. Prepare mockups of cleaning for each type of masonry and surface condition to set quality standards for materials and execution.
 - 3. Use the same equipment for mockups that will be used for the overall cleaning Work.
 - 4. Document the exact cleaning procedures used for each mockup.
 - 5. Allow a waiting period of not less than seven days after completion of sample cleaning to permit evaluation by Commissioner and manufacturer's authorized representative.
 - 6. Approved mockup can stand as reference panel, or prepare additional reference panel as required by the Commissioner following approved mockup procedures.

1.06 Cleaning Application Log

- A. Prepare and maintain a daily log of all cleaning applications, recording the following:
 - 1. Restoration assembly code.
 - 2. Date of application.
 - 3. Location of application.
 - 4. Weather and temperature.
 - 5. pH readings on the surface of the masonry before cleaning
 - 6. pH readings on the surface of the masonry after rinsing.

1.07 Project Conditions

- A. Weather Limitations: Proceed only when existing and forecasted weather conditions permit masonry cleaning work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Clean masonry surfaces only when air temperature is 40 degrees F and above and is predicted to remain so for at least seven days after completion of cleaning.

PART 2 - PRODUCTS

2.01 General

- A. Water: Water used in cleaning operations shall be clean, potable, and free of amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be harmful to mortar, masonry units, or any metal in the walls.



2.02 Water Washing

A. Low Pressure Wash

1. Pressure washer made of non-corrosive materials and fitted with stainless steel or brass fan-shaped tip of not less than 15 degree angle.
2. Water pressure shall be as indicated on drawings or 400 psi where not indicated. Washer shall contain a pressure value displaying dial or digital readout of current pressure.
3. Flow rate for rinsing should be as indicated, or 3 gpm where not indicated.
4. Where pressures of less than 50 psi, and flow rates of less than 3 gpm are indicated, use of building's normal water pressure, without pressure washer, is acceptable provided that hose fittings are of brass or stainless steel.
5. For heated water spray application, provide equipment capable of maintaining temperature, at flow rates indicated.

2.03 Chemical Paint Removers

A. Solvent-based Paint Remover (pH Neutral)

- | | |
|---|--------------------------------------|
| 1. Enviro Klean SafStrip 8
with Enviro Klean OverCoat | ProSoCo, Inc.
ProSoCo, Inc. |
| 2. Enviro Klean Safety Peel 1
with Enviro Klean OverCoat | ProSoCo, Inc.
ProSoCo, Inc. |
| 3. Smart Strip
with Dumond Laminated Paper | Dumond Chemicals
Dumond Chemicals |
| 4. EnvireStrip Environmental Paint Remover | Diedrich Technologies, Inc. |
| 5. Or approved equal | |

2.04 Accessories

A. Natural Bristle Brush

1. Natural bristle, soft-fibered masonry washing brushes.

B. Waterproof Masking Tape

1. As required to withstand water pressures and resist chemicals involved in cleaning process. Should be lasting but non-defacing and easily removed.

PART 3 - EXECUTION

3.01 General

- A. Masonry surfaces shall be evenly cleaned of indicated soiling with no evidence of streaking or bleaching or unnatural color variations.



- B. At any one time, only clean an area of a size that allows for the effective and full execution of cleaning procedure on that area.
- C. Do not allow masonry surface to dry during cleaning procedures.

3.02 Protection

- A. Protect general public and surrounding and adjacent surfaces, structures, property, automobiles, vegetation, and any other objects that would be adversely affected from contact with chemical cleaning agents, rinse water, or wind-carried chemical cleaners and water.
- B. Contain, collect and dispose of run-off from cleaning operations in a safe manner in accordance with manufacturer recommendations, and in accordance with New York City Building Code rules and requirements.
- C. Make water-tight all areas of potential water infiltration and penetration into building interiors.

3.03 Preparation

- A. Ventilate as necessary to prevent fume buildup. Protect all windows, air intakes and exterior air condition vents from fume penetration during and following applications as needed.
- B. Protect any surface not intended to receive chemical cleaners, and adjacent masonry to be cleaned with different methods. Mask all glass, metal, and polycarbonate, and other materials which could sustain damage from cleaning agents.
- C. Remove loose foreign materials such as vines, bird nests, stalactite deposits, and heavy accumulations of dirt from surfaces required to be cleaned.
- D. Dry brush any areas with loose dirt or soil, or extreme dirt build-up, to remove as much as possible.

3.04 Pressure Washing

- A. Perform pressure washing from the bottom of cleaning area to the top, and down again covering each section of the surface.
- B. Maintain approved working distance and pressure. Avoid concentrating spray stream by using a continuous, uniform sweeping motion.

3.05 Paint Removal

- A. Remove paint from masonry following procedures approved in mockups. Prepare a test area on each type of surface and paint coating prior to full application to determine the proper thickness of the remover, dwell time and subsequent applications required.
- B. Paint shall be removed by chemical removal gels where indicated on the project drawings. Power sanders, rotary tools and wire wheels are not permitted.



- C. Remove loose paint coatings prior to application of chemical removal gels as loose coating layers will reduce effectiveness of chemical.
- D. Thoroughly rinse to remove residue using low pressure wash. Follow pressure washing procedures per Section 3.04.
- E. Repeat paint removal procedures until all paint coatings are removed, or as directed by Commissioner.

END OF SECTION 040122



THIS PAGE INTENTIONALLY LEFT BLANK



040130 TERRA COTTA RESTORATION

PART 1 - GENERAL

1.01 Related Document

- 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 terra cotta crack repair, glaze repair, and coating.
- B. Related Sections:
 - 1. 024119 (Selective Demolition).
 - 2. 040513 (Masonry Mortar).
 - 3. 040519 (Masonry Anchorage and Reinforcing).
 - 4. 079200 (Joint Sealants).

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Patching Compound: For each type and color of patching compound to be incorporated in the Work. Samples shall be fully cured.
 - 2. Coating Materials: For each coating type, color and combination to be incorporated in the Work. Samples shall be fully cured, minimum 4" square; label each coat.
- C. Contractor to provide Manufacturer-approved Credentials: Prior to pre-installation conference, submit credentials issued by manufacturer of terra cotta restoration products.
- D. Warranty Prerequisites:
 - 1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports (On-demand).

1.04 Quality Assurance

- A. Comply with the following for restoration of existing terra cotta units.
 - 1. NPS Preservation Brief 7 "The Preservation of Historic Glazed Architectural Terra Cotta" by de Teel Patterson Tiller



- B. Pre-installation Conference: Prior to starting terra cotta restoration Work, conduct an on-site conference to review the detailed requirements of the Work.
1. Attendees shall include Contractor's Project manager, Commissioner, manufacturer's authorized representative, installer who has been properly trained by manufacturer. Provide seven (7) business days advance notice to attendees.
 2. Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Surface preparation / proposed demolition equipment.
 - f. Mixing procedures.
 - g. Installation sequence.
 - h. Curing procedures.
 - i. Mockups.
 - j. Tests and inspections.
 - k. Quantification procedures.

1.05 Project Conditions

- A. Weather Conditions: Proceed with restoration Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturers' recommendations and warranty requirements.
- B. Cold Weather: Perform work in accordance with ACI 530.1 (current edition).
- C. Hot Weather: Perform work in accordance with ACI 530.1 (current edition).
- D. At end of working day, or during rainy weather, cover masonry work exposed to weather with waterproof coverage and securely anchor as necessary.
- E. Protection: Adequately protect and do not damage exist construction to remain.

1.06 Warranty

- A. Terra Cotta Restoration Products Manufacturer's Warranty: Written form in which manufacturer agrees to furnish terra cotta restoration products to repair or replace those that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 1. Warranty Period: Ten (10) Years, No Dollar Limit (NDL).
 2. Products covered under the Warranty include:
 - a. Micro Injection Grout
 - b. Crack and Void Injection Grout



c. Patching Compound

B. Manufacturer's Inspection and Approval:

1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until each inspection is completed with written acceptance by manufacturer's authorized representative.
2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's written approval stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 Injection Grouts

A. Product Callout Abbreviations Key: Injection grout callouts (e.g. Micro-Injection Grout (Hairline to 3/16"):H) include the following abbreviations:

- H..... For Hard Stone Applications
S..... For Soft and Historic Stone Applications

B. Micro Injection Grout (Hairline to 3/16"): S

- | | |
|--------------------|--------------------------------|
| 1. Jahn M30 #32 | Cathedral Stone Products, Inc. |
| 2. Pump-X53iL | Edison Coatings, Inc. |
| 3. Injection Grout | Conproco |

C. Crack and Void Injection Grout (3/16" and up)

- | | |
|---|--------------------------------|
| 1. Jahn M40 Crack and Void Injection Grout | Cathedral Stone Products, Inc. |
| 2. Pump-X53i | Edison Coatings, Inc. |
| 3. Pump-X53 | Edison Coatings, Inc. |
| Two-component, latex-modified, lime-cement mortar for filling cavities and voids. | |
| 4. Pump-X53iE | Edison Coatings, Inc. |
| 5. Expanding grout, not suitable for historic or low-strength masonry. | |
| 6. Injection Grout | Conproco |

2.02 Repair Coatings

A. Product Callout Abbreviations Key: Patching compound callouts (e.g. Repair Coating: SC) include the following abbreviations:

- SC Spall and Crack Repair

B. Repair Coating: SC



1. MasonRE Terra Cotta Glaze Repair System
Base Coat: MasonRE Mineral Coating
Color(s): Match Existing
Top Coat: MasonRE TerraCoat Glaze Repair
Sheen: (Semi-Gloss/High Gloss) Cathedral Stone Products,
Inc.
2. Aquathane UA 210 System Edison Coatings, Inc.
Primer Coat: #240 Primer
Top Coat: Aquathane UA 210 (Type E)
OR
2 Coats: Aquathane UA 210 (Type E) with Type G
bonding additive
Color(s): Match Existing
Sheen: (Flat/Satin/ Gloss)
3. Aura Low Luster 634 or Semi-gloss 632 or Flat 625 Benjamin Moore
4. Or approved equal

2.03 Patching and Anchoring Compounds

A. Patching Compound

1. Custom System 45 Type TC Edison Coatings, Inc.
Minimum patch depth: 1/4"
2. Thin-Fill 55 Reprofiling Mortar Edison Coatings, Inc.
For thin-section patches 1/32" to 1/4" depth
3. M100 Jahn Restoration Mortar Cathedral Stone Products,
Inc.
4. Restauro Grund + Restauro Top Keim Farben Products
5. Matrix Conproco
6. Or approved equal

2.04 Mortar

- A. Comply with Section 040513 (Masonry Mortar).

2.05 Joint Sealants

- A. Comply with Section 079200 (Joint Sealants).

2.06 Crack Sealer

A. Temporary Non-staining Crack Sealer

1. Comply with manufacturer's recommendation for temporary non-staining crack sealer.



2.07 Accessories

A. Injection Ports (HDP)

As recommended by injection grout manufacturer.

B. Dispensing Needles & Syringes

As recommended by injection grout manufacturer.

PART 3 - EXECUTION

3.01 Terra Cotta Crack Repair

- A. Refer to Drawings for details and extent of terra cotta crack repairs.
- B. Follow manufacturer guidelines for preparation and application of Injection Grout.
- C. Immediately clean grout overflow, and remove temporary non-staining crack sealer.
- D. Apply patching mortar in crack or routed area and finish to match adjoining surface.

3.02 Repointing

- A. Removal of Existing Mortar Joint: Comply with Section 024119 (Selective Demolition).
- B. Comply with Contract Documents for repointing mortar joints.

3.03 Coatings

- A. Apply coating(s) according to manufacturer's recommendations. Allow required cure time for patch materials prior to coating.
- B. Apply coating(s) to repairs to match adjoining terra cotta surface or entire unit as indicated on the drawings.

3.04 Protection

- A. Protect existing terra cotta during construction as follows:
 - 1. Cover tops of walls with non-staining, waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress. Extend cover a minimum of 24 inches down both sides and hold securely in place.
 - 2. Prevent staining of terra cotta from mortar, grout, sealants, and other sources. Immediately remove such materials without damaging terra cotta.
 - 3. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on ground and over wall surface.
 - 4. Protect sill, ledges, and projections from mortar and sealant droppings.



3.05 Cleanup

- A. After mortar is thoroughly set and cured, remove matter accumulated during construction and wash down masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and non-metallic scrap hoes or chisels.
 - 2. Wash Down:
 - a. Test wash down methods on sample panels before proceeding with wash down of masonry surfaces.
 - b. Wash down terra cotta masonry in accordance with National Park Service Preservation Brief #1 "Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings" by Robert C. Mack, FAIA, Anne Grimmer, 2000. Do not use wire brushes, steel wool, acid or alkali cleaning agents, cleaning compounds with caustic or harsh fillers, or other materials or methods that could damage terra cotta masonry.

END OF SECTION 040130



040513

MASONRY MORTAR

PART 1 - GENERAL

1.01 Related Document

- 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 masonry mortar materials.

1.03 Submittals

- A. Product Data Sheets: For each product specified in Part 2 - Products.
- B. Mix Design:
 - 1. Pre-blended (Pre-bagged with Aggregates) mortars: Manufacturer shall provide material certificates including description of mortar type indicating proportion or property specification, and conformance with ASTM C270 and ASTM C1714.
- C. Samples:
 - 1. Scuffed Mortar (showing exposed aggregate): For each mortar expected to be incorporated in the Work. Samples shall be fully cured and scuffed (showing exposing aggregate), 6 inch long x 1/2 inch wide strips set in aluminum or plastic channels.
 - 2. Tooled-only Mortar: For each mortar expected to be incorporated in the Work. Samples shall be fully cured and tooled-only (unscuffed), 6" long x 1/2" wide, set in aluminum or plastic channels.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. Brick Institute of America (BIA)
 - 2. National Concrete Masonry Association (NCMA)

1.05 Tests and Inspections

- A. Field Quality Control: refer to Contract Drawings for the associated required testing.

1.06 Project Conditions

- A. Cold Weather Protection:



1. Provide protection when ambient air temperature is below 40° F, or is expected to fall below 40° F within 48 hours after completion of Work, as follows:
 - a. 40° F to 32° F:
 - 1) Heat sand or mixing water to produce mortar temperatures between 40° F and 120° F.
 - 2) Protect from rain or snow; completely cover with weather-resistive membrane for 24 hours.
 - b. 32° F and Below: No Work permitted.
2. Do not lower freezing point of mortar by use of antifreeze, calcium chloride, or other additives.

PART 2 - PRODUCTS

2.01 General

- A. Refer to Drawings for color and texture of exposed mortars.
- B. Pigmented Portland cement-lime should be used to achieve the required color in exposed mortars.
- C. Use aggregates (sand) that match color and grain size of original aggregates as closely as possible.
- D. All mortars specified shall comply with ASTM C 270, type as indicated.
- E. Mortar components shall comply with the following:
 1. Portland cement: ASTM C 150, Type I or Type II; gray or non-staining white. Portland cement for use with limestone shall contain no more than 0.60 percent total alkali when tested according to ASTM C 114.
 2. Hydrated Lime: ASTM C 207, Type S
 3. Aggregates (for mortar): ASTM C 144
 4. Coloring Agent (Pigments): Alkali stable as approved by in writing by Commissioner.
 5. Admixtures: None, unless approved in writing by Commissioner.
 6. Water: Potable

2.02 Mortar

A. Mortar: ASTM C 270 Type N

1. Pre-blended colored Portland cement and hydrated lime mix, aggregates added in field
 - a. PLC and Color: Color Portland Lime Cement Glen Gery
Mortar (Type N)
 - b. PLC and Color: Pre-blended Portland Lime Lehigh Portland Cement Co.
Cement Color (Type N)



- c. PLC and Color Portland-Limestone Cement Lafarge North America
(Type N) in custom blended
shade to match existing color
 - Aggregates: Sand conforming to ASTM C144:
 - 1. Match size, texture and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Color to match existing: Natural sand of color necessary to product required mortar color.
 - d. Or approved equal
-
- 2. Pre-blended (Pre-bagged with Aggregates)
 - a. Spec-Joint 46 Custom Color (Type N) Edison Coatings, Inc.
 - b. Spec Mix Preblended PCL Sand Color (Type N) Spec Mix, Inc.
 - c. Pre-Blended Mortar (Type N) Glen Gery
 - d. Or approved equal

2.03 Mortar Mixing

- A. Measuring: follow manufacturer's recommendations for ratios of aggregates and water to be added to the pre-blended mix.
- B. Mixing: Mix materials in a clean mechanical batch mixer.
 - 1. Thoroughly combine pre-blended mix and aggregate materials together before adding any water.
 - 2. Mix again adding only enough water to produce a damp, unworkable mix which will retain its form when pressed into a ball. Let mortar stand in this dampened condition for 1-1 1/2 hours to allow for prehydration.
 - 3. Add remaining water in small portions until mortar of desired consistency is reached. Use mortar within 1 hour of final mixing. Do not retemper or use partially hardened material.

PART 3 - EXECUTION

3.01 General

- A. Comply with Contract Documents for mortaring requirements (e.g. mortar bedding and jointing, repointing mortar joints, and parging (plastering) masonry walls).

END OF SECTION 040513



THIS PAGE INTENTIONALLY LEFT BLANK



040519

MASONRY ANCHORAGE AND REINFORCING

PART 1 – GENERAL

1.01 Related Document

- 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 anchors and fastening systems for masonry.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Anchors and Fasteners: For each type to be incorporated in the Work.
- C. Pre-construction Test Reports:
 - 1. Anchorage Pull-out Test Reports.

1.04 Tests and Inspections

- A. Pre-construction Testing:
 - 1. Anchorage Pull-out Testing:
 - a. Performance Models: Construct performance models of anchorage into existing substrate material. Individual models shall be constructed for each anchor and substrate material configuration required for the Work, at locations determined by Commissioner.
 - b. Testing shall be performed at three (3) locations per project, per anchor type, subject to verification of substrate quality. In cases where a project includes more than one building, testing shall be performed at three (3) locations per building, per anchor type. Test in accordance with ASTM E488.
 - c. Testing: Perform pull-out tests on each anchorage performance model.
 - 1) Arrange for Commissioner to be present at testing, provide five (5) business days' notice.
 - 2) Retest as necessary until satisfactory results are obtained.
 - d. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether anchorage complies, or does not comply



with the manufacturer's listed allowable load capacity, times a factor of safety of 4, for the applicable substrate material.

- e. Acceptance: Obtain Commissioner's written acceptance of test results before proceeding with installation Work.

PART 2 - PRODUCTS

2.01 General

- A. Product Source Limitation: Where products are intended to be installed as a system (warranted or otherwise) use only compatible products from the same manufacturer without exception, unless authorized in writing by Commissioner and, for warranted systems, approved in advance by manufacturer.
- B. Components of anchoring systems shall be stainless steel conforming to ASTM A276, ASTM A 493 or ASTM F 593 with chemical composition of either AISI 304 or AISI 316, as indicated on Drawings.
 - 1. Stainless steel wedges shall be of the same material grade as the bolts or superior.
 - 2. Stainless steel nuts shall conform to ASTM F 594 and be of the same material grade as the bolts or superior. Nuts shall be furnished with the bolt and meet the dimensional requirements of ANSI to conform to the bolt.
 - 3. Washers shall conform to ASTM A 240 and be also of the same material grade as the bolts.
- C. Where low temperature limits are listed for products, the listed value refers to minimum air and surface temperature at time of application and for a period required by manufacturer.

2.02 Expansion Anchors

A. Expansion Anchor

- | | |
|--|--------------------|
| 1. Kwik Bolt Tension Zone (KB-TZ)
Stainless steel | Hilti |
| 2. Power-Stud+ SD4 Expansion Anchor
Stainless steel | Powers Fasteners |
| 3. Trubolt+ Anchor
Stainless steel | ITW Red Head |
| 4. Strong Bolt 2
Stainless steel | Simpson Strong-Tie |
| 5. Or approved equal | |



2.03 Adhesive Anchorage Systems

A. Epoxy Adhesive

For Concrete Substrates:

- | | |
|--|--------------------|
| 1. HIT-HY 200 Injection Adhesive
Low temperature limit: 14° F | Hilti |
| 2. AC100+ Gold
Low temperature limit: 14° F | Powers Fasteners |
| 3. AT-XP Anchoring Adhesive
Low temperature limit: 14° F | Simpson Strong-Tie |
| 4. Or approved equal | |

For Brick Substrates:

- | | |
|---|--------------------|
| 1. HIT-HY 70 Injection Adhesive
Low temperature limit: 41° F | Hilti |
| 2. AC100+ Gold
Lower temperature limit: 14° F | Powers Fasteners |
| 3. AT Anchoring Adhesive
Low temperature limit: 0° F | Simpson Strong-Tie |
| 4. Or approved equal | |

B. Threaded Rod w/ Nut and Washer

- | | |
|--|--------------------|
| 1. HAS-R Anchor Rod
Stainless steel | Hilti |
| 2. Chisel Pointed Rod
Stainless steel | Powers Fasteners |
| 3. Threaded Rod
Stainless steel | Simpson Strong-Tie |
| 4. Or approved equal | |

C. Threaded Rod

- | | |
|--|--------------------|
| 5. HAS-R Anchor Rod
Stainless steel | Hilti |
| 6. Chisel Pointed Rod
Stainless steel | Powers Fasteners |
| 7. Threaded Rod
Stainless steel | Simpson Strong-Tie |
| 8. Or approved equal | |

D. Umbrella Insert

- | | |
|---------------------------|--------------|
| 9. HBU-38 Umbrella Insert | ITW Red Head |
|---------------------------|--------------|



2.04 Veneer Anchoring Systems

A. Veneer Anchor (To Masonry)

- | | | | |
|----|---|--|---------------------------|
| 1. | Tie: | HB-345-SV
12-gauge; stainless steel | Hohmann & Barnard |
| | Pencil Rod: | Pencil Rod
9-gauge; stainless steel | Hohmann & Barnard |
| | Expansion
Anchor: | HB-BL-523 Brass Expansion
Anchor | Hohmann & Barnard |
| 2. | Veneer Tie Assembly: | DA213S (length as required)
Stainless steel with pencil rod | Dur-O-Wal |
| 3. | 360 L-type Seismic Anchor (length as required)
Stainless steel with 3/16" stainless steel pencil rod | | Heckman Building Products |
| 4. | Or approved equal | | |

B. Veneer Anchor (To Structural Steel)

- | | | | |
|----|---|---|---------------------------|
| 1. | Anchor Plate: | HB-DW-10HS
12-gauge; stainless steel | Hohmann & Barnard |
| | Tie: | Byna-Lok Tie
3/16"; stainless steel | Hohmann & Barnard |
| | Pencil Rod: | Pencil Rod
9-gauge; stainless steel | Hohmann & Barnard |
| 2. | Veneer Tie Assembly: | DA709 Column Anchor Weld-
On with DA700QT Seismic Triangular Ties (length
as required)
Stainless steel with 3/16" stainless steel pencil rod | Dur-O-Wal |
| 3. | 315-B and 316-B (length as required) (stainless
steel) | | Heckman Building Products |
| 4. | Or approved equal | | |

Note: Adhere anchor plate to structural steel with power-actuated fasteners. See section 2.06A in this section for specified powder-actuated fasteners.

C. Expansion Joint Stabilizing Anchor

- | | | |
|----|---|---------------------------|
| 1. | Slip-Set Stabilizer
Stainless steel | Hohmann & Barnard |
| 2. | #1700 Control Joint Anchor
Stainless steel | Wire-Bond |
| 3. | #353 Debonded Shear Anchor
Stainless steel | Heckman Building Products |
| 4. | Or approved equal | |



2.05 Stone Anchoring Systems

A. Stone Anchor:

Min. 1/4" thick; stainless steel. Refer to detail drawings for anchor shapes and profiles.

- | | | | |
|----|-------------------|---|---------------------------|
| 1. | Stone Anchor: | 300 Series and 400 Series
Stone Anchors with brass
expansion anchor HB-BL-523 | Hohmann & Barnard |
| 2. | Stone Anchor | 100 and 200 Series Stone
Anchors | Heckman Building Products |
| 3. | Stone Anchors | 3000 Series Stone Anchors | Wire-Bond |
| 4. | Or approved equal | | |

B. Stone Joint Anchor (Concealed)

- | | | |
|----|-------------------------------------|-------------------|
| 1. | C-3 Stone Anchor
Stainless steel | Hohmann & Barnard |
|----|-------------------------------------|-------------------|

C. Half Moon Stone Anchor

- | | | |
|----|--------------------------------------|-------------------|
| 1. | #422 Stone Anchor
Stainless steel | Hohmann & Barnard |
|----|--------------------------------------|-------------------|

2.06 Fasteners

A. Powder Actuated Fasteners

- | | | |
|----|---|--------------------|
| 1. | X-U Universal Knurled Shank Fastener (w/ Top Hat) | Hilti |
| 2. | 8mm Head CSI Drive Pin (w/ Top Hat) | Powers |
| 3. | PDPAT-62K Pin (w/ Top Hat) | Simpson Strong-Tie |
| 4. | Or approved equal | |

B. Hammer Drive Anchor

- | | | |
|----|--|--------------------|
| 1. | HMH SS 304 Metal Anchor
Stainless steel | Hilti |
| 2. | Zamac Nailin
Stainless steel | Powers |
| 3. | Zinc SS Nailon Pin Drive Anchor
Stainless steel | Simpson Strong-Tie |
| 4. | Or approved equal | |



2.07 Horizontal Joint Reinforcement

A. Horizontal Joint Reinforcement (Truss Type / 2 side rods)

- | | |
|---|-------------------|
| 1. 120 Truss-Mesh
Stainless steel | Hohmann & Barnard |
| 2. Dur-O-Wal Truss Double
Stainless steel | Dur-O-Wal |
| 3. Series 300 Truss Mesh (2 Wire System)
Stainless steel | Wire-Bond |
| 4. Or approved equal | |

B. Horizontal Joint Reinforcement (Truss Type / 3 side rods)

- | | |
|---|-------------------|
| 1. 130 Truss Tri-Mesh
Stainless steel | Hohmann & Barnard |
| 2. DUR-O-WAL Truss Trirod
Stainless steel | Dur-O-Wal |
| 3. Series 300 Truss Mesh (3 Wire System)
Stainless steel | Wire-Bond |
| 4. Or approved equal | |

2.08 Steel Reinforcing Bars

A. Deformed Reinforcing Bar

1. Deformed Steel Reinforcing Bar (Epoxy Coated): Comply with ASTM A 775, Grade 60, unless otherwise indicated.

2.09 Eye Bolt & Dowel

A. Eye Bolt

- | | |
|---|---------------------------|
| 1. #408 Stone Anchor
Comply with AISI 302/304 for stainless steel | Hohmann & Barnard |
| 2. Eye Bolt
Comply with AISI 302/304 for stainless steel | RKL Building Specialties |
| 3. #174 Threaded Eye Bolt
Comply with AISI 302/304 for stainless steel | Heckman Building Products |
| 4. Or approved equal | |

B. Dowel

- | | |
|----------------------|-------------------|
| 1. #406 Stone Anchor | Hohmann & Barnard |
|----------------------|-------------------|



- Comply with AISI 302/304 for stainless steel
- 2. DA 870
Comply with AISI 302/304 for stainless steel
- 3. #155 Dowel
Comply with AISI 302/304 for stainless steel
- 4. Or approved equal

Dur-O-Wal

Heckman Building Products

2.10 Accessories

A. Butyl Tape

- 1. Comply with ASTM C 771.

B. Flashing Cement

- 1. MBR Flashing Cement (2 part)
- 2. Matrix 201 Premium SBS Flashing Cement
- 3. Flashing Cement
- 4. Or approved equal

Johns Manville

GAF Materials Corporation

Karnak

PART 3 - EXECUTION

3.01 General

- A. Install anchors of type and diameter indicated, at locations shown on the Drawings.
- B. Where length of anchor is not indicated on the Drawings, follow manufacturer's recommendations and obtain approval in writing from Commissioner prior to proceeding.

END OF SECTION 040519



**Department of
Design and
Construction**

Regents Family Residence
Exterior Restoration
FMS No. - HH115REGX

THIS PAGE INTENTIONALLY LEFT BLANK



051200 STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.01 Related Document

- 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 structural steel and miscellaneous steel members.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Shop Drawings and Calculations – Only if proposal is different from Construction Documents: Show complete details for fabrication, assembly and erection, including connections and any proposed splice locations. Shop Drawings and supporting calculations shall bear the seal of a professional engineer licensed in the State of New York.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. AISC "Code of Standard Practice for Steel Buildings and Bridges."
 - 2. AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings" including "Commentary".
 - 3. AWS D1.1 / D1.1M "Structural Welding Code – Steel"

1.05 Tests and Inspections

- A. Pre-Construction Testing:
 - 1. Steel Coupon Testing:
 - a. Test Specimen: Where welding to existing steel is indicated, provide test specimen, in the form of a steel coupon, for each different steel substrate.
 - b. Testing: Test for appropriate welding electrode to be used.
 - c. Test Reports: Reports shall include date of test, test specimen identification, preparation method, and recommended electrode to be used in the Work.



PART 2 - PRODUCTS

2.01 Steel Members and Shapes

- A. **Steel Bent Plate (Galvanized)**
 - 1. Comply with ASTM A 36.
 - 2. Galvanized: comply with ASTM A 653.
- B. **Steel Angle (Galvanized)**
 - 1. Comply with ASTM A 36.
 - 2. Galvanized: comply with ASTM A 653.
- C. **Steel Shim**
 - 1. Comply with ASTM A 36.

PART 3 - EXECUTION

3.01 Fabrication

- A. Comply with AISC and approved Shop Drawings. Mark and match mark units for field assembly.
- B. Provisions for Other Work: Fabricate structural steel members to provide holes for securing other Work and for passage of other Work through steel framing as indicated. Field cutting or burning of holes will not be permitted.
- C. Connections: As shown on approved Shop Drawings.
 - 1. Except as otherwise indicated, use ASTM A307 bolts or welds for field connections.
 - 2. Except as otherwise indicated, fabricator shall design welded connections to be stressed to less than 50% capacity.
- D. Splices shall be engineered to develop the full capacity of the member at the point of the splice. Beam splices shall be welded, full moment connections. Notify Commissioner in writing before performing splices, provide five (5) business days notice.
- E. Comply with AWS Code for procedures, appearance, and quality of welds. Minimum size fillet weld shall be 1/4".

3.02 Shop Painting

- A. Comply with Section 099713 (Steel Coatings).

3.03 Erection

Comply with AISC and approved Shop Drawings.

END OF SECTION 051200



053100

STEEL DECKING

PART 1 - GENERAL

1.01 Related Document

- 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 steel decking and related accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Shop Drawings: Showing layout and types of deck panels, panel side and end details, anchorage details, reinforcing channels, sump pans, cut deck openings, conditions requiring closure panels, special jointing, supplementary framing, accessories, and attachments to other construction. Shop Drawings and supporting calculations shall bear the seal of a professional engineer licensed in the State of New York.

1.04 Quality Assurance

- A. Comply with:
 - 1. SDI "Design Manual for Floor Decks and Roof Decks"
 - 2. AWS D1.1 "Structural Welding Code – Steel" and AWS D1.3 "Structural Welding – Sheet Steel"
- B. Fire-Test Response Characteristics: Steel deck is a component of a fire-rated deck assembly design designated as 2 hour fire rating per UL "Fire Resistance Directory." Provide steel deck units identical to those units tested for fire resistance per ASTM E 119 and identified with the appropriate markings of applicable testing by a qualified testing agency.

1.05 Performance Requirements

- A. Structural Characteristics: Calculate structural characteristics of steel deck according to AISI "North American Specification for the Design of Cold-Formed Steel Structural Members."

Uplift Resistance of Roof Decking: Comply with class 1-90 rating in accordance with Factory Mutual (FM) Data Sheet 1-28.



PART 2 - PRODUCTS

2.01 Steel Decking

A. Composite Steel Deck

1. Fabricate panels, with integrally embossed or raised pattern ribs and interlocking side laps, to comply with SDI "Specifications and Commentary for Composite Steel Floor Deck," with minimal section properties indicated, and with the following:
 - a. Galvanized Steel Sheet: ASTM A 653 / A 653M, Structural Steel (SS), Grade 33, G90 zinc coating.
 - b. Profile Depth: Indicated on Drawings.
 - c. Design Uncoated Steel Thickness: Indicated on Drawings.
2. Acceptable Manufacturers:
 - a. United Steel Deck, Inc.
 - b. Bowman / E.G. Smith, Division Cyclops Corp.
 - c. Nucor Corp.; Vulcraft Group
 - d. Or approved equal

2.02 Accessories

A. General:

1. All steel sheet (sheet metal) accessories shall be commercial quality, ASTM A 653 / A 653M, Structural Steel (SS), Grade 33, G90 zinc coating. Uncoated thickness shall be 0.0478" minimum (18 gage) unless otherwise indicated. Profile shall be as indicated or required for application
2. Fabricate any miscellaneous sheet steel accessories which may not be listed but are required for a complete installation.

B. Metal Closures

1. Fabricate tight fitting steel sheet closures, for open uncovered ends of cells or ribs and sides of decking, cell raceways, and openings between decking and other construction.

C. Flexible Closure Strips

1. Vulcanized, closed-cell, synthetic rubber.

D. Joint Cover Plates

1. Fabricate steel sheet joint cover plates for end-abutting deck units and at changes in direction. Form to match contour of deck units and approximately 6" wide.

E. Shear Connectors



1. Comply with ASTM A 108, Grade 1010 through 1020 headed stud type, cold-finished carbon steel, AWS D1.1, Type B, with arc shields.

F. Mechanical Fasteners

1. Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.

G. Side-Lap Fasteners

1. Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.

H. Galvanizing Repair Coating

1. Comply with ASTM A780 with dry film containing a high zinc content (minimum of 94 percent zinc dust by weight).

PART 3 - EXECUTION

3.01 Installation

A. Placement:

1. 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.
2. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
3. Do not place deck units on concrete supporting structure until concrete has cured and is dry.

B. Fitting: Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

C. Additional Reinforcement and Support:

1. Comply with Section 051200 (Structural Steel) for miscellaneous steel shapes.
2. Provide additional reinforcement at closures as required for strength, continuity of deck, and support of other work.

D. Fastening: Unless otherwise indicated, minimum fastening requirements are as follows:

1. Roof Deck Units:

- a. Fasten roof deck units to steel supporting members by not less than 5/8" diameter fusion welds spaced not more than 12" on center at every support, and at closer spacing where required for lateral and uplift force resistance.
- b. Side laps are to be welded with a maximum spacing of 36" on center. In addition, secure deck to each supporting member in ribs where side laps occur.
- c. Tack weld at 4'-0" on center for fastening end closures.



2. Fastening Accessories: Space welds not more than 12" apart with at least one at each corner.
- E. Welding: Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work. Use welding washers where recommended by deck manufacturer.
- F. Metal Closures: Install tight fitting metal closures at open uncovered ends of cells or ribs and sides of decking, cell raceways, and openings between decking and other construction.
- G. Joint Cover Plates: Install joint cover plates at abutting ends and changes in direction of floor deck units, except where taped joints are required.
- H. Pour Stops and Girder Fillers: Install steel sheet pour stops and girder fillers to supporting structure according to SDI recommendations unless otherwise indicated.
- I. Miscellaneous Roof Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions.
- J. Shear Connectors (if any): Weld shear connectors through deck to supporting frame in accordance with AWS D1.1 and manufacturer's written instructions. Butt end joints of deck panels; do not overlap. Remove and discard arc shields after welding shear connectors.

3.02 Touch-up Galvanizing

- A. Prepare and touch up galvanizing on scarred areas, welds and rust spots on deck top, bottom and edge surfaces with galvanized repair coating according to ASTM A 780 and manufacturer's written instructions.

END OF SECTION 053100



055200

METAL RAILINGS

PART 1 - GENERAL

1.01 Related Document

- 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 aluminum railing systems.

1.03 Definitions

- A. Definitions in ASTM E 985 for railing related terms apply to this Section.

1.04 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Railing Assembly: Two (2) 12" long Samples of each railing assembly including handrails, top rails, posts, balusters, splice plates, solid bars, pipe collars and fasteners. Samples shall 12" long.
 - 2. Color Samples: Six (6) 6" square Samples of each finish and color selected.
 - 3. Fittings (On-demand): For each type of fitting and bracket to be incorporated in the Work, including typical welded connection.
- C. Field Quality Control Test Reports:
 - 1. Railing System Test Reports.
- D. Contractor to provide Manufacturer-approved Credentials: Prior to commencing installation, submit credentials issued by manufacturer of metal railing system/products.
- E. Shop Drawings: Showing details of fabrication and installation for each type and material of handrail and railing system required including plans, elevations, sections, profiles of rails, fittings, connections, and anchors. Provide templates for anchor and bolt installation by others.
- F. Structural Calculations: Prepared by a professional engineer licensed in the State of New York, evidencing compliance of handrails and railing systems with design loadings indicated.
- G. Warranty Prerequisites:



1. Sample Warranty: Prior to installation, submit sample warranty from railing system manufacturer.

1.05 Quality Assurance

- A. Fabricator performing the work of this section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

1.06 Performance Requirements

- A. Structural Performance of Handrails and Railing Systems: Engineer, fabricate, and install handrails and railing systems to withstand the following structural loads without exceeding the allowable design working stress of the materials for handrails, railing systems, anchors, and connections. Apply each load to produce the maximum stress in each of the respective components comprising handrails and railing systems.
 1. Top Rail of Guardrail Systems:
 - a. Horizontal Loading: Concentrated load of 200 lb applied at any point; Uniform load of 50 lb/ft
 - b. Vertical Loading (downward): Concentrated load of 200 lb applied at any point; Uniform load of 50 lb/ft
 2. Handrails Not Serving as Top Rails:
 - a. Horizontal Loading: Concentrated load of 200 lb applied at any point; Uniform load: 50 lb/ft
 - b. Vertical Loading (downward): Concentrated load of 200 lb applied at any point; Uniform load of 50 lb/ft
 3. Infill Area of Guardrail Systems:
 - a. Horizontal Loading: Concentrated load of 200 lb applied at any one sq. ft. at any point in the system.
 4. Note: Concentrated and uniform loads above need not be assumed to act concurrently.

1.07 Test and Inspections

- A. Field Quality Control Testing:
 1. Railing System Testing:
 - a. Testing: Test railing system for compliance with ASTM E 985.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results stating whether railing system complies, or does not comply with the requirements.



1.08 Warranty

- A. Written form in which the manufacturer warrants the railing system materials to be free of material defects and defects in workmanship for a period of one (1) year from date of completion.
- B. Warranty for powder coat system: The coating applicator's warranty that items shall not show signs of rust, and finish shall be fully warranted against peeling, cracking, crazing, blistering, chalking and fading for a period of five (5) years from date of installation of products. If rusting or failure of coating occurs, new items shall be provided or coating shall be refurbished in the shop. Warranty includes labor to remove and replace the items.

PART 2 - PRODUCTS

2.01 Railing Systems

A. Aluminum Railing System

- 1. Acceptable Manufacturers: Subject to compliance with the requirements, following is a list of acceptable manufacturers offering railing systems:
 - a. Blumcraft of Pittsburgh
 - b. Julius Blum & Co., Inc.
 - c. York Metal Fabricators, Inc.
 - d. Or approved equal

2.02 Metals

- A. Aluminum Rail System: Provide alloy and temper recommended by aluminum producers or finisher for type of use and finish indicated, and with not less than the strength and durability properties of the alloy and temper designated below for each aluminum form required.
 - 1. Extruded Bar and Shapes: ASTM B221, 6063-T6
 - 2. Extruded Pipe and Tube: ASTM B429, 6063-T6
 - 3. Drawn Seamless Tube: ASTM B483, 6063-T832
 - 4. Plate and Sheet: ASTM B209, 5005-H16 for anodic coatings.
 - 5. Castings: ASTM B26 or ASTM B108
- B. Stainless Steel Mounting Brackets: mounting angles shall be stainless steel conforming to ASTM A276.

2.03 Fasteners, Anchors and Inserts

- A. Use fasteners of same basic metal as the fastened metal, unless otherwise indicated. Do not use metals which are corrosive or incompatible with materials joined. Use concealed fasteners for interconnection of handrail and railing components and for their attachment to other work, except where otherwise indicated.



- B. Provide anchors of type, size, and material required for type of loading and installation condition shown, as recommended by manufacturer, unless otherwise indicated. Use nonferrous metal of hot dipped galvanized anchors and inserts for exterior locations and elsewhere as required for corrosion resistance. Use toothed steel or expansion bolt devices for drilled in place anchors.

2.04 Fabrication

- A. Fabricate handrails and railing systems to design, dimensions and details shown. Provide handrail and railing members in sizes and profiles indicated, with supporting posts and brackets of size and spacing shown, but not less than required to comply with requirements indicated for structural performance.
- B. Fabricate posts and railings in sizes and profiles to fit applications indicated.
- C. Pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for re-assembly and coordinated installation.
- D. Provide welded connections of handrail and railing members. Use welding method which is appropriate for metal and finish indicated and develops strength required to comply with structural performance criteria. Finish exposed welds and surfaces smooth, flush, and blended to match adjoining surfaces.
- E. For handrails and railing systems with nonwelded connections which are exposed to exterior or to moisture from condensation or other sources, provide weepholes or other means for evacuation of entrapped water in hollow sections of railing members.
- F. Provide wall returns at ends of wall mounted handrails, unless otherwise indicated. Close ends of returns unless clearance between end of the railing and wall is 1/4" or less.
- G. Furnish inserts and other anchorage devices for connecting handrails and railing systems to concrete or masonry work. Fabricate anchorage devices which are capable of withstanding loadings imposed by handrails and railing systems. Coordinate anchorage devices with supporting structure.

2.05 Metal Finishes

- A. Comply with NAAMM "Metal Finishes Manual" for recommendations and designations of finishes, except as otherwise indicated.

2.06 Color and Finish

- A. Aluminum Finish:
 - 1. Class 1 Clear Anodized Finish: AA-M32C22A41 (medium satin directional textured mechanical finish; chemical etch, medium matte; 0.7 mil min. thick clear anodic coating) complying with AAMA 611-12.
 - 2. Class 1 Color Anodized Finish: AA-M12C22A42/44 mechanical finish, nonspecular as fabricated; chemical etch, medium matte; 0.7 mil min. thick electrolytically deposited or integrally colored anodic coating) complying with AAMA 611-12. Color as selected by the Architect.



PART 3 - EXECUTION

3.01 General

- A. Verify field dimensions on site prior to shop fabrication.
- B. Coordinate with roofing, copings, flashing, masonry and parapet reconstruction and substrate Work to receive, properly fit and/or interface with railing Work as required to ensure that each element of this Work performs properly and that combined elements are sound, waterproofed and properly secured. Anchor and secure to substrate to withstand lateral and thermal stresses. Include provisions for controlled expansion of railings and components relative to themselves and to adjoining dissimilar materials.
- C. Joints: Provide proper caulking at joints where required.
- D. Isolation: Where metal surfaces of units installed are in contact with dissimilar metal or corrosive substrates, including wood and concrete, apply bituminous coating on concealed metal surfaces and/or provide other permanent separation as recommended by the manufacturer.

3.02 Preparation

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorage, such as sleeves, concrete inserts, anchor bolts, and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

3.03 Installation

- A. Fit exposed connections accurately together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installation of handrails and railing systems. Set work accurately in location, alignment, and elevation, plumb, level, true, and free of rack, measured from established lines and levels. Do not weld, cut, or abrade surfaces of handrails and railing components which have been coated or finished after fabrication and are intended for field connection by mechanical means without further cutting or fitting.
- C. Corrosion Protection: Coat concealed surfaces of steel, which will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint or zinc chromate primer.
- D. Adjust handrails and railing systems prior to anchoring to ensure matching alignment at abutting joints. Space posts at interval indicated but not less than that required by design loadings.

3.04 Anchoring Railing Ends

- A. Anchor railing ends into concrete or masonry with manufacturer's standard fittings designed for this purpose, unless otherwise indicated.



- B. Expansion Joints: Provide expansion joints at locations indicated or, if not indicated, at intervals not to exceed 40 feet. Provide slip joint internal sleeve extending 2" beyond joint on either side; fasten internal sleeve securely to one side, locate joint with 6" of post.

3.05 Touch-up

- A. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and touch-up exposed areas with same paint products.

END OF SECTION 055200



057400

DECORATIVE METAL CASTINGS

PART 1 - GENERAL

1.01 Related Document

- 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 ornamental metal (cast iron) construction such as facade moldings.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Decorative Metal Castings: Prior to commencement of manufacturing, submit Samples representative of the proposed finished product. Samples shall be approximately 12" square and full thickness.
- C. Shop Drawings: Showing the following:
 - 1. Unit shapes (elevations and sections) and dimensions.
 - 2. Thickness of cast iron.
 - 3. Finishes.
 - 4. Joint and connection details.
 - 5. Lifting and erection details.
 - 6. Anchorage to structure, and design loads.
 - 7. Description of all loose, cast-in, and field hardware.
 - 8. Handling procedures.
 - 9. Sequence of erection for special conditions.
 - 10. Relationship to adjacent material.
 - 11. Show location of units on Shop Drawings by same identification marks that will be placed on actual units.
- D. Engineering Calculations: Prepared by a professional engineer licensed in the State of New York, indicating that units and accessories (e.g., hardware, anchors, etc.) as indicated on Shop Drawings are of adequate strength and size to resist all code mandated loads without overstress (using a factor of safety of 4), both in completed configuration, and during installation.



- E. Source Quality Control Test Reports:
 - 1. Metal Casting Test Reports.
 - 2. Anchor and Insert Test Reports.
- F. Pre-construction Test Reports:
 - 1. Anchorage (to Backup) Pull-out Test Report.

1.04 Quality Assurance

- A. Comply with the following:
 - 1. ASTM.
 - 2. AWS.
 - 3. NAAMM.
- B. Fabricator Qualifications: A qualified fabricator with an established quality control program in effect prior to letting of the Contract.

1.05 Testing and Inspection:

- A. Source Quality Control Testing:
 - 1. Metal Casting Testing:
 - a. Testing: Test metal castings for compliance with requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results stating whether metal castings comply, or does not comply with the requirements.
 - 2. Anchor and Insert Testing:
 - a. Testing: Test anchors and inserts for compliance with requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results stating whether anchors and inserts comply, or does not comply with the requirements.
- B. Pre-construction Testing:
 - 1. Anchorage (to Backup) Pull-out Testing:
 - a. Performance Models: Construct performance models of anchorage into existing backup construction. Individual models shall be constructed for each anchor and backup construction configuration required for decorative metal casting installation, at locations determined by Commissioner.
 - b. Testing: Perform pull-out tests on each anchorage performance model.
 - 1) Arrange for Commissioner to be present at testing, provide five (5) business days notice.
 - 2) Retest as necessary until satisfactory results are obtained.
 - c. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether anchorage to backup construction complies,



or does not comply with load requirements indicated on Shop Drawings, including the applicable factor of safety.

- d. Acceptance: Obtain Commissioner's written acceptance of test results before proceeding with installation Work.

PART 2 - PRODUCTS

2.01 Materials

- A. Cast Iron shall comply with ASTM A 48.

2.02 Fabrication

- A. Forms (Molds): Forms (molds) for cast iron units shall be constructed of materials that will result in finished products conforming to the profiles, dimensions and tolerances indicated by the Contract Documents and on the approved Shop Drawings.
- B. Cleanliness of equipment and working procedure shall be maintained at all times.
- C. Attachments to Structure: Provide attachments and anchors as indicated on Drawings, or as recommended by the fabricator and accepted in writing by the Commissioner.
- D. Tolerances: Manufacture units so that each complies with the dimensional tolerances required to provide a satisfactory installation.
- E. Finishes: Exposed face of units to match approved sample submitted. Exposed face of units shall be manufactured free from joint marks, "grain" or other obvious defects.
- F. Cover: Provide embedded anchors, inserts, and other items with sufficient anchorage and embedment for design requirements.

PART 3 - EXECUTION

3.01 Installation

- A. Lift units with suitable lifting devices at points provided by the manufacturer. Units shall be set level, plumb, square and true within the allowable tolerances.
- B. Fasten units in place by bolting or as shown on approved Shop Drawings. Field welding shall be done using equipment and materials compatible to the base material.
- C. Tolerances shall generally comply with that listed above.

3.02 Cleanup

- A. Cleaning tools, products, and methods shall be approved by manufacturer.
 1. After installation, Contractor shall clean soiled surfaces of decorative metal castings with detergent and water, or other materials as recommended by manufacturer, using fiber brush and sponge, and rinse thoroughly with clean water.



2. Use extreme care to prevent damage to surfaces of decorative metal castings and to adjacent materials. Soiled surface must be thoroughly rinsed with clean water immediately after using cleaner.

END OF SECTION 057400



061000 ROUGH CARPENTRY

PART 1 - GENERAL

1.01 Related Document

- 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 wood nailers, wood blocking, sheathing, fasteners, and related accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products. Submit technical data for power driven fasteners proposed to be equivalent to hand set nails.
- B. Samples:
 - 1. Fasteners: For each type and size of fastener to be incorporated in the Work.

1.04 Quality Assurance

- A. Comply with:
 - 1. APA "Plywood Design Specification."
 - 2. FM "Loss Prevention Data Sheets 1-28, 1-29, and 1-49"

PART 2 - PRODUCTS

2.01 Sheathing

- A. **Exterior Grade Plywood**
 - 1. Exterior grade Alkaline Copper Quat (ACQ) pressure treated plywood. CDX for exterior, meeting requirements of PS 1-95/ANSI A199.1, PS 2-92
 - a. Use either G185 (min.) zinc coated hot-dipped galvanized steel, type 304/316 stainless steel, or copper for fasteners/metal flashing in contact with ACQ-B wood. Do not combine stainless & galvanized steel.
- B. **Wood Blocking**
 - 1. Exterior grade Alkaline Copper Quat (ACQ-B) pressure treated Douglas-fir.



- a. Use either G185 (min.) zinc coated hot-dipped galvanized steel, type 304/316 stainless steel, or copper for fasteners/metal flashing in contact with ACQ-B wood. Do not combine stainless & galvanized steel.

PART 3 - EXECUTION

3.01 Preparation of Substrate

- A. Remove all existing overlay material, roof membrane, and accessories (nails, etc.) to expose substrate. Do not damage substrate during removal.

3.02 Blocking Installation

- A. Install where indicated and where required for attaching other Work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other Work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Where wood-preserved-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Fasten wood blocking to preceding layers of wood blocking in such a manner that the nails penetrate a minimum of 1-1/4 inches.
 1. Fasten with two rows so that spacing in any one row should not exceed 24 inches.
 2. Spacing shall not exceed 12 inches, 8 feet each way from outside corner.
 3. Withdrawal resistance should be 100 lb per nail minimum.
- E. Fasten wood blocking to concrete block walls with minimum 3/8" diameter stainless steel anchors. Fasten at 2-1/2 feet apart staggered if nailer is wider than 6 inches.

3.03 Sheathing Installation

- A. Lay face grain at right angles to support framing.
- B. Provide 1/8 inch space between sheet as at end and side joints.
- C. Stagger panel end joints.
- D. Place nails at least 3/8 inch from edge.

END SECTION 061000



075600

FLUID APPLIED ROOFING

PART 1 - GENERAL

1.1 Related Document

- 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 fluid applied membrane roofing systems, and related substrate restoration, primers, reinforcing mats, flashing, surfacing aggregates, and accessories.

1.3 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 1. Membrane: Sample shall be 12" square, and representative of color, texture, thickness, and surfacing of membrane to be incorporated in the Work.
- C. Shop Drawings:
 1. Deck Survey: After removal of overlaying components as indicated in the contract documents, provide deck elevation drawings completed by New York State Licensed Surveyor, signed and sealed.
 2. Shop drawings to indicate:
 - a. Dimensions, thickness and arrangement of insulation panels.
 - b. Roofing details for all roofing terminations and penetrations as required for warranted roofing system, where not otherwise indicated; include dimensions of each product specified, method of installation to the substrate, underlayment, and termination.
 3. Comply with required R-Value, per Energy Conservation Construction Code of New York State.
- D. Contractor to provide Manufacturer-approved credentials: Prior to pre-installation conference, submit credentials issued by manufacturer of roofing products.
- E. Pre-construction Test Reports:
 1. Membrane Bond Strength Test Reports
 2. Deck Dryness Test Reports
- F. Warranty Prerequisites:



1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
2. Manufacturer Inspection and Approval Report (On-demand).

1.4 Performance Requirements

- A. Wind Uplift Pressure Resistance: Roofing system shall resist wind uplift pressures at corners, perimeter, and field-of-roof in accordance with ASCE 7 and applicable building codes.
- B. Cool Roof Energy Performance: Roofing systems shall conform to the following standards: Initial solar reflectance of not less than 0.70, per ASTM C1549. Thermal emittance of not less than 0.75, per ASTM C1371. Solar Reflective Index (SRI) of not less than 78, per ASTM E1980.
- C. Fire Rating: Fluid applied membrane shall achieve Class A fire rating.

1.5 Quality Assurance

- A. The contractor or subcontractor performing the work of this section must be a company regularly engaged in performing roofing projects with its own workforce and have successfully completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within 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 contractor's or subcontractor's company 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 contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.
- B. Pre-installation Conference: Prior to starting roofing Work, conduct an on-site conference to review the detailed requirements of the Work.
 1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, manufacturer's authorized representative, installer who has been properly trained by manufacturer. Provide seven (7) business days advance notice to attendees.
 2. Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Condition of substrate and preparation.
 - f. Preparation Work performed by other trades.
 - g. Proposed equipment.
 - h. Mixing procedures.
 - i. Installation sequence.



- j. Odor control procedures.
- k. Penetrations.
- l. Mockups.
- m. Tests and inspections.

1.6 Tests and Inspections

- A. Pre-construction Testing:
 - 1. Membrane Bond Strength Testing:
 - a. Testing: Perform random tensile bond strength of membrane to substrate tests according to manufacturer's requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results, whether the results comply, or do not comply with performance requirements.
 - c. Acceptance: Obtain Commissioner's written acceptance of test results before proceeding with the Work.
 - d. Re-testing: If necessary, after additional preparation per manufacturer's recommendations, repeat testing to verify suitability of substrate preparation.
 - 2. Deck Dryness Test:
 - a. Testing: Determine substrate moisture content, throughout Work, at location of application according to manufacturer's requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results.
- B. Additional Tests: Perform Additional Tests as recommended by manufacturer.

1.7 Project Conditions

- A. Weather Conditions: Proceed with roofing Work only when existing and predicted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements.
- B. Substrate Conditions: Do not install roofing on wet or moist substrates.

1.8 Warranty

- A. Roofing System Manufacturer's Warranty: Written form in which manufacturer agrees to furnish products and labor to repair or replace those areas of roofing system that do not comply with performance and other requirements specified in the Contract Documents during the warranty period. Manufacturer shall warranty the complete roofing system including, but not limited to membranes, flashing.
 - 1. Warranty Period: Twenty Five (25) Years, No Dollar Limit (NDL).
- B. Manufacturer's Inspection and Certification:
 - 1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required



milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer.

2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's certification stating that the Work complies with the requirements for Warranty.
 3. Manufacturer's certification to verify that systems comply with cool roof reflectivity, fire rating and wind uplift resistance requirements.
- C. Waterproofing Contractor's Warranty: Provide 2 year "Applicator Warranty" covering workmanship for all work of this section including installation of membrane, flashings, metal work, and roofing/waterproofing accessories. Ponding of water on any roof surface for longer than 48 hours after rain will be considered a failure of materials and workmanship
- D. Submit (2) executed copies of both the manufacturer and applicator warranties for the periods stipulated, starting from the date of substantial completion. Each warranty must be signed by an authorized representative of the issuing company.

PART 2 - PRODUCTS

2.1 General

- A. Resin Additives: Comply with manufacturer's recommendations for use of resin additives (e.g. cold weather additive, warm weather additive) under specific project conditions.

2.2 Membrane

- A. Membrane: Two-component, cold fluid-applied reinforced polyurethane waterproofing membrane with a 360 degree needle punched non-woven 165 polyester reinforcing fleece, for a finished dry film membrane thickness of .070 inch nominal per ply.

1. Physical Properties:

Property	Value	Test Method
Physical state	Cures to solid	-
Nominal thickness (165 fleece)	70 mils	-
Tensile strength @ break	120 lb/in	ASTM D-751
Elongation	50%	ASTM D-751
Tearing strength	5.0 lbs	ASTM D-751
Puncture resistance	140 lbf	FTMS 101-2031
Dimensional stability	0.1%	ASTM D-1204
Water absorption	2.2%	ASTM D-471
Surface hardness	Shore A 85	ASTM D-2240
Water vapor transmission	0.04 perms	ASTM E-96
Usage time*	30 minutes	-
Rainproof after*	6 hours	-
Solid to walk on after*	24 hours	-
Solid to drive on with air rubber tires after*	48 hours	-
Surfacing to be applied between*	24-48 hours	
Overburden may be applied after	2 days	-
Completely hardened after	3 days	-
Crack spanning	2mm/0.08 inch	-



Resistance to temperatures up to (short term)	250°C/482°F	-
*all times are approximate and depend upon air flow, humidity and temperature.		

2.3 Flashings

- A. Membrane Flashings: A composite of the same resin material as field membrane with 165 fleece reinforcement.

2.4 Accessories

- A. Polyurethane Primer: Two-component, solvent-free, high solids polyurethane resin for use in improving adhesion of membrane to wood, metal and bituminous substrate surfaces. Monitor application rate and adjust depending on substrate absorbency.
- B. Epoxy Primer: Two-component, solvent-free epoxy resin for use in improving adhesion of membrane to cementitious/masonry substrate surfaces. Monitor application rate and adjust depending on substrate absorbency.
- C. Accelerator: Additive specifically designed to accelerate the resin reaction time at ambient temperatures below 50°F (10°C). Continuously monitor substrate surface temperatures.
- D. Tools, Accessories, and Cleaners: Supplied and/or approved by membrane manufacturer for product installation.
- E. Leveling and Patching Aggregate: Silica sand shall be washed, kiln-dried, and dust-free, suitable for troweling or pourable self-leveling, round grain or angular with the following size specification:
 - 1. For voids less than 1" in depth: #00 (0.3 - 0.6 mm)
 - 2. For voids 1" to 2" in depth: #0 (0.5 - 1.2 mm)

Mixing Proportions shall be a ratio of resin to sand at 1:2 by volume or as approved by membrane manufacturer.
- F. Backer Rod: Expanded, closed-cell polyethylene foam designed for use with cold-applied joint sealant.
- G. Caulking: Single component, non-sag elastomeric polyurethane sealant, as recommended or supplied by membrane manufacturer for use in making airtight and watertight seals where required.
- H. Wood Nailers and Cant Strips: New wood nailers and cant strips shall be pressure treated for rot resistance (e.g., "Wolmanized" or "Osiose K-33"), #2 or better lumber. Asphaltic or creosote treated lumber is not acceptable.
- I. Miscellaneous Fasteners: FM-approved and appropriate for purpose intended, length required for thickness of material, with metal plates, and approved by membrane manufacturer.
- J. Temporary and Night Sealant: As recommended or required by membrane manufacturer.

2.5 Insulation Cover Board



- A. Cement Board: High compressive strength underlayment board consisting of aggregated Portland cement slurry with polymer-coated glass-fiber mesh, with the following characteristics:

1. Board Weight 3.0 lb/sq. ft
2. Board Size..... 48 x 48 or 48 x 96 inches
3. Board Thickness 1/2 inch
4. Thermal Conductivity K factor of 1.92 as determined by ASTM C177
5. Board Edges square

2.6 Insulation

- A. Polyisocyanurate Foam Board Insulation with Nonasphaltic Facers: With nonasphaltic facers meeting or exceeding the requirements for ASTM C1289-06, Type II, Class 1, Grade 3 (25 psi), 1.5 inch minimum thickness, with the following characteristics:

1. Board Density.....2.0 lb/cu ft
2. Board Size.....48 x 48 or 48 x 96 inches
3. Board ThicknessAs required to achieve minimum required R-Value
4. Thermal ConductivityK factor of 0.17 as determined by ASTM C177, aged 12 months at 75 degrees F
5. Board Edgessquare

2.7 Insulation and Cover Board Securement

- A. Polyurethane Adhesive: Approved single component moisture-cured, or two component reactive-cured polyurethane adhesive. Adhesive application rate shall be in accordance with specified wind uplift rating for system application. Roofing adhesive shall be a type approved by membrane and insulation manufacturer. Note: prior written approval by the adhesive, insulation and membrane manufacturers for use of polyurethane roofing adhesive must be obtained.

2.8 Surfacing and Coatings

- A. Color Coating: Polyurethane-based coating suitable for use as a reflective & emissive colored coating, as provided by the approved Membrane Manufacturer:

2.9 Modified Repair Mortar & Grout (for Concrete Substrate)

- A. Modified Repair Mortar

1. BASF System:

Repair Mortar:	MasterEmaco T415	BASF
Bonding Agent:	MasterEmaco T430	BASF
	(extended working time)	



- 2. Sika System:
 - Repair Mortar: SikaQuick 1000 Sika
- 3. Sto Concrete Restoration Division:
 - Repair Mortar: Sto Rapid Repair Mortar with Sto Concrete Restoration
Corrosion Inhibitor Division
- 4. Or approved equal

Note: Prime concrete with scrub coat, per Manufacturer's Recommendations.

B. Cementitious Grout (Non-Shrink) – for use around drains

- 1. MasterFlow 928 BASF
- 2. SikaGrout 212 Sika
- 3. NS Grout Euclid Chemical
- 4. Or approved equal

2.10 Cementitious Fill (To Establish Slope)

A. Rapid Hardening Cementitious Fill

- 1. T-17 Patch Material Transpo
- 2. SikaQuick 1000 Sika
- 3. Planitop 18 Mapei
- 4. Or approved equal

PART 3 - EXECUTION

3.1 General:

- A. Coordinate the installation so that each completed area is made watertight at the end of each day.

3.2 Odor Control Measures

- A. Implement odor control and elimination measures prior to and during the application of the roofing materials in accordance with manufacturer's recommendations and in accordance with New York City Building Code rules and requirements.

3.3 Preparation of Substrate

- A. Substrate conditions are to be evaluated by Contractor, Commissioner, and roofing manufacturer to determine the extent of repair and leveling required.
- B. Unacceptable substrates, per manufacturer's warranty requirements, shall be brought to the Commissioner's attention in writing immediately upon discovery.



- C. Existing concrete substrate should be prepared per manufacturer's recommendations and in accordance with ASTM D4259. Concrete should be abraded to comply with ICRl CSP 2-4.
- D. Clean, level, and repair substrate in manner recommended by roofing manufacturer. Allow time for curing of repair mortars and patching/leveling compounds, prior to application of membrane system.
- E. Additional substrate preparation is required in the event pre-construction tests do not meet manufacturer's recommendations.
- F. Inspection of Prepared Substrate: Provide two (2) business days written notice to Commissioner and roofing manufacturer to inspect fully prepared substrate. Implement additional preparation specified in writing by Commissioner or manufacturer. Obtain manufacturer's written acceptance prior to proceeding with Work.

3.4 Installation of Roofing System

- A. Install roofing system in accordance with manufacturer's written instructions and recommendations.

END SECTION 075600



076100 SHEET METAL ROOFING

PART 1 - GENERAL

1.01 Related Document

- 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 sheet metal roofing systems, and related base sheets, flashing, anchors and accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Sheet Metal Panel: For each type of panel. Sample shall be 12" square.
 - 2. Sheet Metal Panel Accessories: For each type of cleat and fastener to be incorporated in the Work.
 - 3. Sheet Metal: For each type to be incorporated in the Work. Samples shall be 12" square.
 - 4. Underlayment Materials: For each type of be incorporated in the Work. Samples shall be 12" square.
- C. Installer Qualifications (On-Demand)..
- D. Fabricator Qualifications: For fabricator of sheet metal panel materials and accessories. Obtain written acceptance from Commissioner, prior to commencement of Work.
- E. Shop Drawings: Showing roof plan, large scale details of all flashing conditions, indicating thickness and dimension of parts, flashing and anchoring methods, and detail and location of joints; including joints necessary to accommodate thermal movement.

1.04 Quality Assurance

- A. Installer Qualifications: A qualified installer who has successfully completed a formal instructional and training program for the installation of the specified roofing/flashing systems, as evidenced by a certificate or diploma issued by a vocational training school or national roofing manufacturer attesting to successful completion of an equivalent formal training program.
- B. The contractor or subcontractor performing the work of this section must be a company regularly engaged in performing roofing projects with its own workforce and have successfully



completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within 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 contractor's or subcontractor's company 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 contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.

C. Comply with:

1. ASTM B 370.
2. ASTM B 101.
3. ASTM D 226.
4. ASTM B 32.
5. SMACNA "Architectural Sheet Metal Manual."
6. CDA
7. Revere Copper Products, Inc. "Copper & Common Sense"

1.05 Warranty

- A. Contractor's Guarantee: Provide a 2-year written guarantee, covering the metal roofing materials and workmanship. Should defects occur during the stated period, they shall be corrected immediately, and all damage caused by such defects shall be corrected. All corrective Work expense shall be borne by Contractor.

PART 2 - PRODUCTS

2.01 Sheet Metal

Copper

1. ASTM B 370, cold rolled sheet and strip copper except where soft temper is required for forming.

2.02 Sheet Metal Panel and Accessories

A. **Batten Panel**

1. Acceptable Product: 20 oz. Copper; Maximum seam spacing: 18" transverse, 24" longitudinal.

B. **Cleats (Copper)**

1. Acceptable Product: 16 oz. Copper (2" wide)



C. Fasteners (Sheet Metal Roof)

1. Nails: "stronghold" type copper nails with large head (not less than #12 gauge)
2. Screws: Non-corrosive, 5/8 inch self-tapping screws for wood substrate
3. Anchors: lead alloy expansion shields

2.03 Underlayment Materials

A. Self-Adhering Sheet Waterproofing System

1. W.R. Grace & Co. System:

Primer:	Bituthene Primer WP-3000	W.R. Grace & Co.
Sheet-Applied Membrane (1-Ply):	Bituthene 3000	W.R. Grace & Co.
2. Henry

	Blueskin WP 200 and primer/sealant recommended by manufacturer	Henry
--	--	-------
3. Carlisle

	CCW-705 and primer/sealant recommended by manufacturer	Carlisle
--	--	----------
4. Or approved equal

B. Rosin Paper

1. Acceptable Product: Paper slipsheet
 - a. Rosin sized building paper 5 lbs/square

2.04 Miscellaneous Accessories

A. Flux

1. Acceptable Product: Muriatic acid killed with zinc or paste type flux

B. Solder

1. Acceptable Product: Block tin/pig lead composition
 - a. 50 / 50 tin for use with plain copper
 - b. 60 / 40 for use with lead coated copper

C. Sealant

1. Acceptable Product: Type 2 sealant. Acrylic, solvent base; FS TT-S-00230

D. Wood Lumber

1. Exterior grade lumber pressure treated with waterborne preservatives



2.05 Deck Replacement Panels (for Wood Substrate)

A. Exterior Grade Plywood

1. Exterior grade Alkaline Copper Quat (ACQ) pressure treated plywood. CDX for exterior, meeting requirements of PS 1-95/ANSI A199.1, PS 2-92.
2. Product must be acceptable to the manufacturer of the overall roofing system. Use either G185 (min.) zinc coated hot-dipped galvanized steel, type 304/316 stainless steel, or copper for fasteners/metal flashing in contact with ACQ wood. Do not combine stainless & galvanized steel.

B. Exterior Grade Tongue and Groove Board

1. Exterior grade tongue and groove boards pressure treated with waterborne preservatives
2. Product must be acceptable to the manufacturer of the overall roofing system. Use either G185 (min.) zinc coated hot-dipped galvanized steel, type 304/316 stainless steel, or copper for fasteners/metal flashing in contact with ACQ wood. Do not combine stainless & galvanized steel.

PART 3 - EXECUTION

3.01 General

- A. Fabrication: Unless otherwise indicated, fabricate the required sheet metal roofing components from the following materials and gages:
 1. Batten Seam Roofing: 20 oz copper.
 2. Cleats: 16 oz copper.
 3. Continuous Edge strips: 20 oz copper.
 4. Valley Sheets: 20 oz copper.
- B. Workmanship:
 1. Tinning and Soldering:
 - a. Tin all surfaces of uncoated metal in contact with solder.
 - b. Wire brush all surfaces of coated metals in contact with solder. Produce a clean and bright surface.
 - c. Apply flux as required.
 - d. Sweat solder thoroughly into seams, completely filling the full width of the seam.
 - e. Upon completion of soldering, remove all traces of flux residue. If required, apply a neutralizing wash followed by a clean water wash.
 - f. All soldering shall be done with soldering irons (heavy coppers).
 2. Cross Folded Seams: Where sheet metal is cross folded at a right angle to the first fold, slit the folded portion of the metal at the cross fold and solder a metal patch over the slit to avoid binding.



3.02 Preparation of Substrate

- A. Examine substrate surfaces to receive roofing system and associated Work and conditions under which roofing will be installed. Do not proceed with roofing until unsatisfactory conditions have been corrected.
- B. Surfaces to receive panels shall be even, smooth, sound, clean, dry, free of ice and snow, and free from defects.
- C. Verify that roof openings, curbs, pipes, sleeves, ducts, vents, and other penetrations through roof substrate are complete.

3.03 Installation of Underlayment Materials

- A. Install exterior grade plywood, followed by self-adhering sheet waterproofing system.
- B. For all copper roofs, install one ply of rosin paper on top of self-adhering sheet waterproofing system. Secure with a sufficient number of copper nails to prevent displacement before installation of metal roofing.

3.04 Installation of Sheet Metal Roofing

- A. Batten Seam
 - 1. Forming of Pans
 - a. Form pans from 8' or 10' long sheets.
 - b. Unless otherwise indicated, space wood battens 20" o.c. Maintain 1/8" clearance between batten and turned-up portions of pans.
 - c. Turn side edges of sheets up at right angles to the height of the wood batten. Form 1/2" wide horizontal flanges in line with top of battens.
 - d. Fasten 2" wide cleats to sides of wood battens with two nails each. Let cleat project 1" above top of batten. Place cleats not more than 12" apart. After placing of pans, fold cleats around horizontal flanges of pan.
 - 2. Joining of Pans
 - a. For Roof Slopes 3" to 6"/ft: Fold lower end of pan 3/4" under. Slit the fold one inch away from corner where pan turns up against batten to form tab. Fold upper end of pan 1/2" over. Continuously solder a 1-1/2" wide locking strip across the full width of the pan.
 - b. Place the strip 4" below the top folded edge. Hook the 3/4" fold of the lower end of each pan into the locking strip of the underlying pan.
 - c. For Roof Slopes 6" or more per foot: Fold lower end of each pan 3/4" under. Slit the fold 1" away from corner where pan turns up against batten to form tab. Fold upper end of each pan 2" over. Hook the 3/4" fold of the lower end of each pan into the 2" fold of the underlying pan.
 - 3. Batten Cover Strips
 - a. Lock cover strips over the 1/2" flanges of the pans and mallet down against the vertical sides of the battens.



- b. Cover ends of battens with caps folded and locked into 1/2" tabs at top and sides of caps. Form tabs by extending cover strips and vertical legs of pans 1/2".
- c. Ridges and Hips: Provide battens similar to roof battens. Connect all intersection roof pans and roof battens to ridge and hip batten covers with 1/2" lock seams.
- d. Eaves: Fold lower ends of pans 3/4" under and hook over previously installed edge strip or connect to gutter with 3/4" loose lock. Provide similar joints for end caps of battens.
- e. Gable Rakes: Set last batten flush with edge of roof. Hook batten cover up over previously installed edge strip. Carry cover up and over batten. Hook to 1/2" pan flange and mallet down as specified for standard battens.
- f. Valleys: Provide loose lock seams at all connections with valleys.

B. Valleys

1. Install valley sheets in lengths of not more than 10 feet. Make 6" laps in the direction of the flow. Extend the sides of the sheets 6" under the roofing. Fold side edges 1/2" over and secure with cleats spaced not more than 18" apart. Provide 3/4" double fold or continuous soldered lockstrip 6" away from each side edge to engage lower end of roofing sheets with a 3/4" loose lock.
2. Integral base Flashing: Where required, turn metal roof sheets or pans up on vertical surfaces to form an integral base flashing. Terminate the top edge of the base flashing not less than 3" above the bottom edge of the cap flashing. Where base flashing is less than 6" in total height, connect the base flashing to the cap flashing with a 3/4" sealed lock seam.

3.05 Cleanup

- A. Clean exposed panel surfaces promptly after installation in accordance with recommendations of panel and coating manufacturers.
- B. Remove protective film immediately after installation.

END OF SECTION 076100



076200

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 Related Document

- 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 flashing (e.g. in-wall flashing, counter flashing), and related accessories.
- B. Excludes roof membrane flashing which is integrally installed with roofing membrane systems. Roof membrane flashing is specified in the roofing Sections.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Sheet Metal: For each type to be incorporated in the Work. Samples shall be 12" square.
 - 2. Pre-formed Sheet Metal Flashing: For each type to be incorporated in the Work. Samples shall be 12" long.
 - 3. Sheet Metal Counterflashing: For each type to be incorporated in the Work. Samples shall be 12" long.
 - 4. Composite Fabric Flashing: For each type to be incorporated in the Work. Samples shall be 12" square.
 - 5. Gutter assembly. Sample shall be 12" long.
 - 6. Downspout assembly. Sample shall be 12" long.
 - 7. Accessories: For each type of termination bar, metal clip, strap, anchor, and hammer drive anchor to be incorporated in the Work.
- C. Shop Drawings: Showing each type of counterflashing and pre-formed sheet metal components including cleats, springs, splice plates; fastener type, size, spacing; and related accessories. Provide Shop Drawings for gutter (including gutter hangers, enclosure, and etc.), and downspout.
- D. Fabricator Qualifications: For sheet metal fabrications. Obtain written acceptance from Commissioner, prior to commencement with fabrication Work.
- E. Fabricator Certification / System Letter: Prepared and signed by sheet metal fabricator, listing all components of each type of assembly. The fabricator must certify that each system



complies with wind pressure resistance as specified in the "Performance Requirements" article in this Section, and will achieve the specified warranty for each application.

1.04 Performance Requirements

- A. Wind Pressure Resistance: Pre-formed sheet metal pertaining to coping and/or roof edge metal systems, including blocking shall resist wind pressures in accordance with ANSI/SPRI ES-1 and applicable building codes.

PART 2 - PRODUCTS

2.01 General

- A. General Metal Fabrication: Shop fabricate sheet metal units to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. 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 units to fit substrates. Form exposed sheet metal Work without excessive oil canning, buckling and tool marks, true at line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate non-moving seams in sheet metal with flat lock seams. For metal, tin edges to be seamed, form seams, and solder.
- C. Expansion Provisions: Where lapped or bayonet type expansion provisions in Work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with sealant (concealed within joints).
- D. 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 sealant, in compliance with SMACNA standards.

2.02 Sheet Metal

A. Stainless Steel

- 1. Comply with ASTM A 480, AISI Type 304, 26 gauge (0.018") stainless steel, unless otherwise indicated. 2D annealed finish, hard.

B. Copper

- 1. General: Comply with ASTM B 370, 16/20 oz. hard temper (Type H00) cold rolled copper.
- 2. Gutter: 20 oz. copper.
- 3. Continuous Mesh Debris Guard (for gutter).
- 4. Enclosure: 20 oz. copper.
- 5. Downspout: 20 oz. copper, corrugated, 3" diameter.
- 6. Downspout straps: 20 oz. copper.



C. Brass

1. General: Comply with ASTM B 36, ½ hard Alloy 260
2. Gutter Brace: 1/8" thickness.
3. Gutter Stiffening bar: 3/16" thickness.
4. Gutter Hangers: 1/8" thickness.

2.03 Pre-Formed Sheet Metal Flashing

A. Pre-Formed Sheet Metal Flashing (Stainless Steel)

1. Comply with ASTM A 480, brake formed AISI Type 304, 26 gauge (0.018") stainless steel, unless otherwise indicated. 2D annealed finish, hard.

B. Pre-Formed Sheet Metal Flashing (Copper)

1. Comply with ASTM B 370, brake formed 16 oz. hard temper (Type H00) cold rolled copper.

C. Pre-Formed Sheet Metal Flashing (Aluminum)

1. Comply with ASTM B 209, 6063-T5 alloy, mill finish, shop pre-coated, 0.026" thick minimum except as otherwise indicated

2.04 Interlocking Sheet Metal Flashing

A. Interlocking Sheet Metal Flashing (Copper)

1. Comply with ASTM B 370, brake formed 20 oz. hard temper (Type H00) cold rolled copper.

2.05 Fabric Flashing

A. Stainless Steel Composite Fabric Flashing

- | | |
|---|-----------------|
| 1. Multi-Flash SS
Stainless Steel Fabric Laminate (2 mil / 0.002") | York |
| 2. Mighty-Flash Stainless Steel Fabric Flashing | Hohmann-Barnard |
| 3. SS ThruWall | Prosoco |
| 4. Or approved equal | |

B. Modified Bitumen Fabric Flashing

- | | |
|----------------------|------------------|
| 1. Bituthene 3000 | W.R. Grace & Co. |
| 2. Blueskin WP 200 | Henry |
| 3. CCW-705 | Carlisle |
| 4. Or approved equal | |



2.06 Sheet Metal Counterflashing and Cleats

A. 2-Piece Counterflashing (Stainless Steel)

1. Comply with ASTM A 480, AISI Type 304, 26 gauge (0.018") stainless steel, unless otherwise indicated. 2D annealed finish, hard.

B. Cleats (Stainless Steel)

1. Comply with ASTM A 480, AISI Type 304, 26 gauge (0.018") stainless steel, unless otherwise indicated. 2D annealed finish, hard.

2.07 Accessories

A. Solder (for copper)

1. 50 - 50 tin / lead solder (ASTM B 32), with rosin flux.

B. Butyl Caulk

- | | |
|---|--------|
| 1. SikaLastomer 511 | Sika |
| 2. Butyl Sealant | Tremco |
| 3. Butyl-Flex Gutter and Flashing Sealant | DAP |
| 4. Or approved equal | |

C. Utility Mastic

- | | |
|----------------------|----------------------------|
| 1. Cop-R-Tite | York |
| 2. TWM-1 Mastic | Tamko Building Products |
| 3. Utility Mastic | Advanced Building Products |
| 4. Or approved equal | |

D. Flashing Cement

- | | |
|---|---------------------------|
| 1. MBR Flashing Cement (2 part) | Johns Manville |
| 2. Matrix 201 Premium SBS Flashing Cement | GAF Materials Corporation |
| 3. Flashing Cement | Karnak |
| 4. Or approved equal | |

E. Hammer Drive Anchor

- | | |
|---------------------------------|--------------------|
| 1. HMH SS 304 Metal Anchor | Hilti |
| 2. Zamac Hammer Screw | Powers |
| 3. Zinc Nailon Pin Drive Anchor | Simpson Strong-Tie |
| 4. Or approved equal | |

F. Blind Rivet

- | | |
|-------------------------------|---------|
| 1. POP Rivet | Stanley |
| Match material being secured. | |



- | | |
|--|----------|
| 2. Grip Range Rivet
Match material being secured. | Fastenal |
| 3. Blind Rivet | Grainger |
| 4. Or approved equal | |

G. Termination Bar

- | | |
|---|----------------------------|
| 1. York 26 Gauge Stainless Steel Termination Bar w/
Sealant Lip
Stainless Steel | York |
| 2. T-2 Termination Bar
Stainless Steel | Hohmann-Barnard |
| 3. Termination Bar | Advanced Building Products |
| 4. Or approved equal | |

H. Wire Strainer (Brass)

Custom fabricated to be compatible with the gutter by manufacturer of the gutter assembly

I. Splash Block

- | | |
|--|--|
| 1. SplashGuard SG24 | Suncast Corporation |
| 2. Custom fabricated to match approved product | Architectural Molded
Composites, Inc. |
| 3. Custom fabricated to match approved product | Essex Works |
| 4. Or approved equal | |

PART 3 - EXECUTION

3.01 Installation Requirements

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual".
- B. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units. Conceal fasteners where possible.
- C. Completely isolate dissimilar metals or corrosive substrates to achieve permanent separation to prevent electrolytic corrosion.

3.02 Cleanup and Protection

- A. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finish.



- B. Ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION 076200



078400

FIRESTOPPING

PART 1 - GENERAL

1.01 Related Document

- 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 firestopping at penetrations and juncture joints of fire-rated roofs, floors and walls.

1.03 Definitions

- A. Penetration: Any opening or foreign material passing through or into a fire-rated barrier.
- B. Fire-rated: Have the ability to withstand the effects of a standard fire exposure for a specified time period, as determined by qualified testing agency.
- C. Fire-rated Barrier: A floor, wall, partition or floor-ceiling assembly able to withstand a standard fire and hose stream test without failure.
- D. Fire Resistance Rating: The ability of a structure to act as a barrier to the spread of fire and to confine it to the area of origin. Ratings are expressed in hours and apply to beams, columns, floors, ceilings, roofs, walls and partitions.
- E. Firestopping: A means of sealing openings in fire-rated barriers to preserve or restore the fire resistance rating.
- F. Firestop System: A material, or combination of materials, installed to retain the integrity of fire-rated construction by maintaining an effective barrier against the spread of flame, smoke or gases through penetrations in fire-rated barriers. It shall be used in specific locations as follows:
 - 1. Penetrations for the passage of duct, cable, cable tray, conduit, piping and electrical busways and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor slabs and floor/ceiling assemblies), and vertical service shafts.
 - 2. Openings between floor slabs and curtain walls.
 - 3. Openings between structurally separate sections of walls or floors.
 - 4. Construction joints between the top of walls and floor or roof slab and steel deck assemblies, or, concrete floor or roof slab.
 - 5. Vertical service shafts at each floor level.
 - 6. Expansion joints in walls and floors.



7. Openings and penetrations in fire-rated partitions or walls containing fire doors.
8. Other locations indicated in the Contract Documents.

1.04 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Contractor to provide Manufacturer Approved Credentials (On-demand).
- C. Product Test Reports:
 1. Firestopping Test Reports.
- D. Manufacturer's Certifications (On-demand). Refer to Section 1.06 below for the specified requirements compliance.
- E. Sample Warranty: Prior to commencing firestopping Work, submit sample warranty and warranted application procedures from manufacturer.

1.05 Performance Requirements

- A. Technical Requirements:
 1. Firestopping materials shall be UL Classified as "fill, void or cavity material" for use in through-penetration firestop systems.
 2. Firestop systems shall provide a fire resistance rating at least equal to the hourly resistance rating of the fire-rated barrier.
 3. Firestop systems shall have been tested in accordance with ASTM E 814 or UL 1479 under a minimum positive pressure of 0.01 in. of water.
- B. General Considerations:
 1. Firestop systems do not re-establish the structural integrity of load bearing partitions. Contractor to consult the Commissioner prior to penetrating any load bearing assembly.
 2. Firestop systems are not intended to support live loads or traffic. Contractor shall consult the Commissioner if there is reason to believe these limitations may be violated.
 3. When more than one firestop system design is applicable, individual characteristics should be evaluated for secondary benefits in performance, e.g. water/air sealing, ease of installation/modification, or building movement.

1.06 Quality Assurance

- A. Comply with the following:
 1. ASTM E 84.
 2. ASTM E 814.
 3. UL 1479.
 4. UL Fire Resistance Directory; Through-Penetration Firestop Systems (XHEZ), and Fill, Void or Cavity Materials (XHHW).



5. UL 723 "Standard Test Method for Surface Burning Characteristics of Building Materials."
- B. Manufacturer's Certifications: Obtain the manufacturer's certification of the following:
 1. Materials and systems meet or exceed the specified requirements.
 2. Firestopping has been completed in full accordance with requirements of the Contract Documents.

1.07 Tests and Inspections

- A. Product Testing:
 1. Firestopping Testing:
 - a. Testing: Test firestopping system application to substrate materials similar to Project conditions for compliance with requirements.
 - b. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether firestopping system complies, or does not comply with requirements.
 - c. Acceptance: Obtain Commissioner's written acceptance of test results before proceeding with fireproofing Work.

1.08 Warranty

- A. Manufacturer shall provide a written 2-year warranty stipulating that its products and systems incorporated in the Work, if installed for the respective product or system in accordance with the manufacturer's recommendations, shall provide the firestopping specified in the Contract Documents, and as indicated by its UL rating for that specific installation.

PART 2 - PRODUCTS

2.01 Firestop Systems

- A. **Firestop Sealant**
 1. FlameSafe FS 900+ Sealant RectorSeal
 2. FS-One Max Hilti, Inc.
 3. TREMstop Intumescent Acrylic PLUS (IA+) Tremco Sealant Division
 4. Or approved equal

2.02 Materials

- A. Grout and sealant systems shall meet or exceed requirements as specified in this Section and shall be acceptable to the Commissioner.
- B. Firestopping systems shall meet the requirements of ASTM E 814, which include, but are not limited to, the following:



1. Prevent flame pass-through.
 2. Restrict temperature to not exceed 325 degrees F over ambient on side of assembly opposite flames.
 3. Provide a positive smoke seal.
 4. Withstand hose stream test.
- C. Firestopping materials shall be asbestos-free, emit no toxic or combustible fumes and be capable of maintaining an effective barrier against flame, smoke, gas, and water in compliance with requirements of this Section.
- D. Firestopping materials/systems shall be flexible to allow for normal movement of building structure and penetrating items(s) without affecting the adhesion or integrity of the system.
- E. Firestopping materials shall not require hazardous waste disposal of used containers/packages.
- F. On insulated pipe, the fire-rating classification must not require the removal of the insulation.
- G. Firestopping materials shall be free of solvents and shall not experience shrinkage while curing.

PART 3 - EXECUTION

3.01 Examination

- A. Verify that penetration elements are properly located and securely fixed, with the proper space between the penetration element and surfaces of the opening.

3.02 Preparation

- A. Clean surfaces of opening

3.03 Installation

- A. Install firestopping system in strict accordance with the manufacturer's instructions to obtain the fire-rating required at the specific location.
- B. Provide escutcheons for piping at each side of penetration.

3.04 Field Quality Control

- A. Inspect all installations to ensure that all Work meets the requirements specified.

END OF SECTION 078400



079200

JOINT SEALANTS

PART 1 - GENERAL

1.01 Related Document

- 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 joint sealants, and related cleaners, primers and accessories (e.g., backer rod, etc.).

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Sealant: For each type and color of sealant to be incorporated in the Work. Samples shall be fully cured.
 - 2. Lead Weather Cap.
- C. Pre-construction Test Reports:
 - 1. Compatibility and Adhesion Test Reports.
 - 2. Field Adhesion Test Reports.
- D. Joint Sealant Installation Log (On-demand).
- E. Warranty Prerequisites:
 - 1. Sample Warranty: Prior to installation, submit sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports/Certifications to obtain Warranty (On-demand).

1.04 Performance Requirements

- A. Provide joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.05 Tests and Inspections

- A. Pre-construction Testing:
 - 1. Compatibility and Adhesion Testing:



- a. Test Specimens: Provide to joint sealant manufacturer four (4) test specimens of each Project joint substrate and other materials that will contact or affect joint sealants (e.g., shims, backings, secondary seals, etc.).
 - b. Testing: Manufacturer shall perform required tests to determine compatibility of materials with one another, and whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - c. Test Reports: Obtain from manufacturer test reports and written recommendations for primers and substrate preparation needed for adhesion. Where joint sealants are specified to be non-bleeding (or non-staining) to porous substrates, manufacturer shall certify that the sealant products have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
 - d. Acceptance: Obtain Commissioner's written acceptance of test reports and recommendations before proceeding with joint sealant Work.
2. Field Adhesion Testing:
- a. Performance Models: Construct performance models following joint sealant manufacturer's recommendations for removal of sealant and backings (at existing joints), joint preparation, and installation of sealant. Individual models shall be constructed for each combination of joint substrate and sealant represented on the Project, at locations determined by Commissioner, and each shall be a minimum of three (3) feet in length.
 - b. Testing: Follow joint sealant manufacturer's test recommendations. Where manufacturer does not specify test recommendations, follow Method A (Field-Applied Sealant Joint Hand Pull Tab) in Appendix X1.1 in ASTM C 1193 appropriate for the types of Project joints. For joints with dissimilar substrates, verify adhesion to each substrate separately.
 - 1) Arrange for Commissioner and manufacturer's authorized representative to be present at testing, provide five (5) business days' notice.
 - 2) Retest as necessary until satisfactory adhesion is obtained.
 - c. Test Reports: Reports shall include date of test, location, date joint sealant was installed, Project joint substrates involved, joint preparation method, sealant and other products used, test method, and test results.
 - d. Acceptance: Obtain Commissioner's written acceptance of test results before proceeding with joint sealant Work.

1.06 Joint Sealant Installation Log

- A. Maintain a tabular log of all joint sealant installations including columns for date, temperature, weather conditions, and location(s).

1.07 Project Conditions

- A. Do not proceed with installation of joint sealants (and primers) under the following conditions:
 1. When conditions are outside the limitations permitted by the product manufacturer.
 2. When ambient and joint substrate temperature is below 40° F.



- 3. When joint substrates are damp or wet. Comply with ASTM C 1193 Paragraph 5.8.3 (Moisture) and Paragraph 16.2 (Environmental Conditions).
- 4. When joints do not comply with requirements for joint configurations, and sealant installation tolerances.

1.08 Warranty

- A. Joint Sealant Manufacturer's Warranty: Written form in which manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 - 1. Warranty Period for Silicone Sealants: Twenty (20) Years, No Dollar Limit (NDL).
 - 2. Warranty Period for Premolded Control Joint: Five (5) Years, No Dollar Limit (NDL).
- B. Manufacturer's Inspection and Certification:
 - 1. Coordinate inspections required by manufacturer. Provide three (3) business days notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
 - 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's certification stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 General

- A. Product Callout Abbreviations Key: Sealant product callouts include the following abbreviations:
 - 1. NT.....Non-traffic
 - 2. TTraffic
 - 3. NS.....Nonsag
 - 4. PPourable
- B. Colors of Exposed Sealant Joints: Where not specifically indicated, Commissioner will select colors through the sample submittal process.

2.02 Sealants – For General Weathersealing (Non-traffic / Non-sag)

- A. Sealant: NT(NS)



- | | |
|--|------------------------------------|
| 1. 756 SMS Building Sealant
Non-bleed Formulation | Dow Corning Corporation |
| 2. SilPruf NB SCS9000
Non-bleed Formulation | Momentive Performance
Materials |
| 3. SikaSil WS 295 | Sika |
| 4. Or approved equal | |

2.03 Premolded Control Joint

A. Premolded Control Joint

- | | |
|--|--------|
| 1. COLORSEAL
Color to be selected by Commissioner | EMSEAL |
|--|--------|

2.04 Cleaners and Primers

A. Cleaner

1. Non-staining cleaner as recommended by sealant manufacturer for each substrate.

B. Primer

1. Non-staining primer as recommended by sealant manufacturer.

2.05 Accessories

A. Compressible Filler

- | | |
|------------------------------------|-------------------|
| 1. #NS Closed Cell Neoprene Sponge | Hohmann & Barnard |
| 2. DA 2010 Rapid Expansion Joint | Dur-O-Wal |
| 3. Ceramar | W.R. Meadows |
| 4. Or approved equal | |

B. Backer Rod

1. As recommended by sealant manufacturer.

C. Bond Breaker Tape

1. Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

D. Lead Weather Cap

- | | |
|----------------------|------------------|
| 1. Lead Weather Caps | Weathercap, Inc. |
|----------------------|------------------|



2. Lead T-Caps
3. Lead T-Caps
4. Or approved equal

Nuclead Inc.
Jamestown North America

E. Masking

1. Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 Removal of Existing Joint Sealant

- A. Where existing sealant is indicated to be replaced, perform selective demolition as follows:
1. Remove sealant (and backings as applicable), sealant and primer residue, and other contaminants capable of interfering with adhesion of new sealant to joint substrates.
 2. Remove only that portion of existing sealant (and backing, as applicable) that can be installed the same working day.

3.02 Preparation

- A. Surface Cleaning of Joints: Clean out joints immediately before installation as follows:
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants.
 - b. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 2. Remove laitance and form-release agents from concrete joint substrates.
 - a. Clean nonporous surfaces with cleaner as recommended by manufacturer. Ensure that cleaner does not stain, harm, or leave residues capable of interfering with adhesion of joint sealants on joint substrates.
- B. Joint Priming: Prime joint substrates as recommended by joint sealant manufacturer. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that 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.



3.03 Installation

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of type indicated to support sealants during application and at position required to produce uniform cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install sealants at the same time backings are installed and using proven techniques that comply with the following:
 - 1. Place sealants so they directly contact and fully wet joint substrates with sealant.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 2. Provide concave joint configuration per Figure 8A in ASTM C 1193, unless otherwise indicated.

3.04 Cleanup

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants, and manufacturers of joint substrate materials.

END OF SECTION 079200



081113

HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.01 Related Document

- 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 hollow metal doors and frames. Refer to Drawings for door sizes, locations, and additional requirements.
- B. Related Sections:
 - 1. 087100 (Door Hardware)

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Shop Drawings: Showing door and frame elevations, interior reinforcement, cut outs for hardware, anchoring method and finish.

1.04 Quality Assurance

- A. Wherever fire resistance classification is shown on Drawings for steel doors and frames, provide fire rated units that have been tested as fire door assemblies and comply with NFPA 80 and these Specifications. Identify each door and frame with metal UL, FM or WHI labels indicating applicable fire class of the unit. Rivet or weld labels on the hinge edge of door and jamb rabbet of frame.
- B. As a minimum, conform to requirements of SDI 100, Grade II, heavy duty steel doors and frames.

1.05 Warranty

- A. Provide written full, unlimited "Life of Original Installation" warranty, commencing at date of installation, for replacement, re-hanging and refinishing due to defects in materials and workmanship.



PART 2 - PRODUCTS

2.01 General

- A. Materials to comply with the following:
 - 1. Sheet Stainless Steel: Standard: Cold-rolled, type 304 with a No. 4 polished finish or satin finish select one
 - 2. Sheet Steel: Cold-rolled, rust resisting, commercial sheet steel conforming to ASTM A 366.
- B. Fabricate hollow metal doors and frames to comply with the following:
 - 1. All hollow metal doors and frames shall be built up, assembled, primed and galvanized in the shop.
 - 2. Provide steel frames for doors of size and profile as indicated.
 - 3. Factory pre-fit doors to fit frame opening sizes indicated with uniform clearances and bevels as indicated below:
 - a. Jams and Heads: 1/8".
 - b. Meeting Stiles: 1/16" per leaf at meeting stiles for pairs of doors.
 - c. Bottom of Door:
 - 1) Where no threshold is indicated maintain 1/8" from bottom of door to top of finish floor surface.
 - 2) Where threshold is indicated maintain 1/4" from bottom of door to top of threshold.
 - 4. Glazed Openings: Factory pre-glaze doors for applications indicated.
- C. Factory Finishing:
 - 1. Pre-finish hollow metal doors at factory.
 - 2. Chemically wash, rinse and dry exposed and concealed surfaces of fabricated units.
 - 3. Apply one coat of rust-inhibiting primer to exposed surfaces of oven-baked units.
 - 4. Units shall comply with Salt Spray Test (ASTM B 117) for 120 continuous hours.

2.02 Exterior Doors

- A. Exterior Hollow Metal Door (Steel)
 - 1. Medallion Ceco Door Products
 - 2. Galvannealed Steel North American Door Corp.
 - 3. 'B' series Steelcraft, Ingersoll-Rand
 - 4. Or approved equal
- B. Galvannealed with factory finished clear coat.



- C. Unless otherwise indicated, doors shall be flush, swing type, and 1-3/4" thick. Door heights and widths shall be as indicated. All labeled doors and frames shall conform to UL requirements.

2.03 Accessories

- A. See Section 087100 for Door Hardware and Accessories.

2.04 Hollow Metal Frames

- A. Frames shall be 14 ga. steel, properly framed together with all joints welded and welds ground smooth.

PART 3 - EXECUTION

3.01 Installation

- A. Install hollow metal doors and frames to comply with manufacturer's instructions, applicable requirements of referenced quality standard, and as indicated.
- B. Comply with SDI 100.
 - 1. Frames to be anchored to previously placed concrete or masonry shall be through-bolted to substrate using expansion bolts and sleeves in pre-drilled holes; minimum 2-1/2" bite.
 - 2. Frames to be anchored to masonry shall be set in place with at least 3 masonry veneer anchors in each jamb.
 - 3. Grout cavities solid in masonry walls.
 - 4. Diagonal distortion shall not exceed 1/8", measured with a straight edge, corner to corner.
 - 5. Isolate metals from dissimilar metals or corrosive substrates using bituminous coatings or other means of permanent separation to prevent electrolytic corrosion.
- C. Job-fit Doors:
 - 1. Align and fit doors in frames with uniform clearances and bevels shall be the same as indicated for fabrication of factory pre-fit doors.
 - 2. Do not trim stiles and rails in excess of limits set by manufacturer or permitted with fire-rated doors.
 - 3. Machine doors for hardware.
 - 4. Seal cut surfaces after fitting and machining.
- D. Pre-fit Doors: Fit to frames for uniform clearance at each edge.
- E. Factory-finished Doors: If fitting or machining is required at Project site, restore finish before installation.
- F. Install door hardware as per hardware item manufacturer's instructions.



3.02 Adjusting

- A. Doors must swing or operate freely.
- B. Adjust hardware for smooth operation.

END OF SECTION 081113



086300

METAL-FRAMED SKYLIGHTS

PART 1 - GENERAL

1.01 Related Document

- 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 engineering and manufacture of an aluminum framed skylight, glazed with polycarbonate insulated hurricane resistant panels.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for metal-framed skylights.
- B. Shop Drawings and Calculations for metal-framed skylights: a Professional Engineer licensed in the State of New York shall be responsible for the structural design of the skylight system. All shop drawings and calculations shall be signed and sealed by the Professional Engineer:
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Indicate structural loadings and reactions to be transmitted to supporting curbs.
 - 3. Include details of provisions for assembly expansion and contraction and for draining moisture within the assembly to the exterior.
 - 4. Include full-size isometric details of each vertical-to-horizontal intersection of assembly, showing the following:
 - a. Joinery including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.
 - d. Glazing.
 - e. Flashing and drainage.
- C. Samples:
 - 1. Color charts: Sealant and metal finish manufacturers' standard color charts.
 - 2. Aluminum Finish Samples: For each type of exposed finish required, in a representative section of each skylight of minimum 12-inch length.



3. **Glazing Samples:** For each color and finish of glazing indicated, 12-inch square and of same thickness indicated for the final Work.
- D. **Warranties:** sample warranties as specified in the Section below.
- E. **Product Test Reports:** For metal-framed skylights, for tests performed by a qualified testing agency.

1.04 Quality Assurance

- A. **Contractor Qualifications:** Contractor to provide credentials for installation of metal-framed skylights required for this Project and be properly trained by the manufacturer.
- B. **Manufacturer Qualifications:** A manufacturer capable of fabricating metal-framed skylights that meet or exceed performance requirements indicated and of documenting this performance by inclusion in lists and by labels, test reports, and calculations. Material and products shall be manufactured by companies continuously and regularly employed in the manufacture of materials of type specified, for a period of at least 3 consecutive years. Where components of the skylight system are provided by different Manufacturers, the components shall be compatible and capable of accomplishing an acceptable completed system.
- C. **Structural-Sealant Glazing:** Comply with recommendations in ASTM C 1401, "Guide for Structural Sealant Glazing," for joint design and quality-control procedures.
 1. Joint designs are reviewed and approved by structural-sealant manufacturer.
 2. Quality-control program development and reporting comply with ASTM C 1401 recommendations for material qualification procedures, preconstruction sealant-testing program, and procedures and intervals for fabrication and installation reviews and checks.
 3. Perform manufacturer's standard tests for compatibility and adhesion of sealants with each material that will come in contact with sealants.

1.05 Warranty

- A. **Manufacturer's Warranty:** Manufacturer agrees to repair or replace components of metal framed skylights that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: Five years (5) from date of Substantial Completion.
 2. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration caused by thermal movements.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - d. Adhesive or cohesive sealant failures.
 - e. Water leakage.



- B. Special Aluminum-Finish Warranty: Manufacturer agrees to repair or replace components on which finishes fail within specified warranty period. Warranty does not include normal weathering.
1. Warranty Period: Twenty (20) years from date of Substantial Completion.
 2. Failures include, but are not limited to, the following:
 - a. Checking, crazing, and peeling, chalking, and fading of finishes.
- C. Glazing Warranty: Manufacturer agrees to repair or replace components on which finishes fail within specified warranty period. Warranty does not include normal weathering.
1. Warranty Period: Ten (10) years from date of Substantial Completion.
 2. Failures include, but are not limited to, the following:
 - a. Excessive yellowing or loss of light transmission, breakage upon impact smaller than it shall be able to withstand.

PART 2 - PRODUCTS

2.01 Performance Requirements

- A. Engage a qualified professional engineer licensed in the State of New York, to engineer metal-framed skylights and submit details to be approved by the Commissioner.
- B. Provide metal-framed skylight, including anchorage, capable of withstanding, without failure, the effects of the following:
1. Structural loads
 2. Thermal movements
 3. Dimensional tolerances of building frame and other adjacent construction
- C. Failure includes the following:
1. Deflection exceeding specified limits.
 2. Water leakage.
 3. Thermal stresses transferred to building structure.
 4. Noise or vibration created by wind and thermal and structural movements.
 5. Framing members transferring stresses, including those caused by thermal and structural movements, to glazing.
 6. Loosening or weakening of fasteners, attachments, and other components.
 7. Sealant failure.
- D. Structural Loads:
1. Wind Load: 30 psf.
 2. Snow Load: 30 psf.
 3. Concentrated Live Loads: 250 pounds applied to framing members at locations that will produce greatest stress or deflection.
 4. Load Combinations: Calculate according to requirements of NY State code.



- E. Deflection of Framing Members: At design wind pressure, as follows:
 - 1. Deflection Normal to Glazing Plane: Limited $L/175$ of clear or an amount that restricts edge deflection of individual glazing lites to $3/4$ inch, whichever is less.
 - 2. Deflection Parallel to Glazing Plane: Limited to $L/360$ of clear span or $1/8$ inch, whichever is less.
- F. Lateral Bracing of Framing Members: Compression flanges of flexural members are laterally braced by cross members with minimum depth equal to 50 percent of flexural member that is braced. Glazing does not provide lateral support.
- G. Structural-Test Performance: to ASTM E 330
 - 1. Performance at Design Load: When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified deflection limits.
 - 2. Performance at Maximum Test Load: When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
 - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- H. Air Infiltration: ASTM E 283
 - 1. Minimum static-air-pressure difference: of 1.57 lbf/sq. ft.
 - 2. Maximum air leakage: of 0.06 cfm/sq. ft.
- I. Water Penetration under Static Pressure: ASTM E 331
 - 1. Minimum static-air-pressure difference: 6.24 lbf/sq. ft.
 - 2. Water leakage: None.
- J. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F material surfaces.
- K. Structural Sealant: Capable of withstanding tensile and shear stresses imposed without failing adhesively or cohesively. When tested for preconstruction adhesion and compatibility, cohesive failure of sealant shall occur before adhesive failure.

2.02 Manufacturers

- A. Final approval of a Manufacturer is subject to compliance with all requirements of this Section. Provide products by one of the following:
 - 1. Bristolite Daylighting Systems, Inc.
 - 2. CPI Daylighting, Inc.
 - 3. Extech Exterior Technologies, Inc.
 - 4. J. Sussman, Inc.
 - 5. Wasco Skylights, Inc.
 - 6. Or approved equal



2.03 Skylight Framing Systems

A. Metal-Framed Skylight

1. Aluminum Framing Systems: Manufacturer's standard extruded-aluminum members of thickness required and reinforced as required to support imposed loads.
2. Aluminum: Alloy and temper as recommended in writing by manufacturer for type of use and finish indicated.
 - a. Sheet and Plate: ASTM B 209 (ASTM B 209M).
 - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
 - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
 - d. Structural Profiles: ASTM B 308/B 308M.
3. Pressure Caps: Manufacturer's standard aluminum components that mechanically retain glazing.
 - a. Include snap-on aluminum trim that conceals fasteners.
4. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with non-staining, nonferrous shims for aligning skylight components.
5. Fasteners and Accessories: Manufacturer's standard, corrosion-resistant, non-staining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - a. At pressure caps, use ASTM A193, 300 series stainless-steel screws.
 - b. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - c. Reinforce members as required to receive fastener threads.
6. Anchor Bolts: ASTM A 307, Grade A, mechanically deposited zinc coating, ASTM B 695, Class 50.
7. Concealed Flashing: Manufacturer's standard, corrosion-resistant, non-staining, non-bleeding flashing compatible with adjacent materials.
8. Exposed Flashing and Closures: Manufacturer's standard aluminum components not less than 0.030 inch thick.
9. Framing Sealants: As recommended in writing by manufacturer.

2.04 Glazing Systems

A. Glazing

1. Polycarbonate Glazing Panels and Battens: complying with ASTM E1886 and ASTM E1996 with the following panel construction:
 - a. The extruded panels shall be uniform in color with an integral extruded multi-cell core. The panel's exterior skins shall be interconnected and spaced apart by continuous perpendicular supporting ribs. The space between the two exterior skins, in a cross section, shall be divided by multiple parallel intermediate walls.
 - b. Panels shall consist of a polycarbonate resin with permanent, co-extruded, ultraviolet (UV) protective layers on both sides of the panels. These protective layers shall be



co-extruded by the manufacturer during the original extrusion of the panel and shall be a permanent part of both the interior and exterior of the panels. Post-applied coating or films of dissimilar materials are unacceptable. Battens shall be of similar UV resistant co-extruded polycarbonate materials.

- c. Panels shall be minimum 20mm (25/32") thick, exclusive of the perpendicular toothed elements incorporated into each side.
 - d. Color (Panel): as required to meet Thermal and Solar Performance requirements below.
 - e. Color (Polycarbonate Batten): same as color of panel.
2. Thermal and Solar Performance:
- a. Insulation Value ("U-Value"): ≤ 0.30 BTU/hr.sq. ft.degree
 - b. Light Transmission (LT %): $\geq 40\%$
 - c. Solar Heat Gain Coefficient (SHGC): ≤ 0.40
 - d. The system shall incorporate approved light-transmitting panels, with a CC1 fire rating classification as tested per ASTM D-635 or equivalent.

2.05 Aluminum Finishes

- A. High-Performance Organic Finish: Three -coat fluoropolymer finish complying with AAMA 2605 and containing not less than 50 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 1. Color and Gloss: As selected by Commissioner from manufacturer's full range.

2.06 Fabrication

- A. Where practical, fit and assemble metal-framed skylights in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Fabricate aluminum components that, when assembled, have the following characteristics:
 1. Profiles that are sharp, straight, and free of defects or deformations.
 2. Accurately fitted joints with ends coped or mitered.
 3. Internal guttering systems or other means to drain water passing joints and moisture migrating within skylight to exterior.
 4. Physical and thermal isolation of glazing from framing members.
 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
- C. Fabricate aluminum sill closures with weep holes and for installation as continuous component.
- D. Reinforce aluminum components as required to receive fastener threads.



- E. Prepare surfaces that will contact structural sealant according to structural-sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
- F. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

PART 3 - EXECUTION

3.01 Examination

- A. Examine areas and conditions, with Installer present, 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.

3.02 Installation

- A. General: Comply with manufacturer's written instructions.
 - 1. Do not install damaged components.
 - 2. Fit joints between aluminum components to produce hairline joints free of burrs and distortion.
 - 3. Rigidly secure non-movement joints.
 - 4. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
 - 5. Seal joints watertight unless otherwise indicated.
- B. Metal Protection: Where aluminum will contact dissimilar materials, protect against galvanic action by painting contact surfaces with protective coating or by installing nonconductive spacers as recommended in writing by manufacturer for this purpose.
- C. Install continuous aluminum sill closure with weatherproof expansion joints and locked and sealed or welded corners. Locate weep holes at rafters.
- D. Install components to drain water passing joints, and moisture migrating within skylight to exterior.
- E. Install components plumb and true in alignment with established lines and elevations.
- F. Structural-Sealant Glazing:
 - 1. Prepare surfaces that will contact structural sealant according to structural-sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
 - 2. Install weatherseal sealant according to weatherseal-sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind weatherseal sealant as recommended in writing by weatherseal-sealant manufacturer.
- G. Erection Tolerances: Install metal-framed skylights to comply with the following maximum tolerances:



1. Alignment: Limit offset from true alignment to 1/32 inch where surfaces abut in line, edge to edge, at corners, or where a reveal or protruding element separates aligned surfaces by less than 3 inches; otherwise, limit offset to 1/8 inch.
2. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet but no greater than 1/2 inch over total length.

3.03 Field Quality Control

- A. Water-Spray Test: Before installation of interior finishes has begun, assemblies shall be tested with a water hose and spray nozzle for a period of 15 minutes. There shall be no water penetration.
 1. Repair or remove work where test results and inspections indicate that it does not comply with specified requirements.
 2. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.04 Cleaning

- A. Clean exposed metal-framed skylight surfaces according to manufacturer's written instructions. Touch up damaged metal coatings and finishes.
- B. Remove excess sealants, glazing materials, dirt, and other substances.
- C. Remove and replace glazing that has been broken, chipped, cracked, abraded, or damaged during construction period.
- D. Protect metal-framed skylight surfaces from contact with contaminating substances resulting from construction operations.

END OF SECTION 086300



087100 DOOR HARDWARE

PART 1 - GENERAL

1.01 Related Document

- 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 finish hardware (aka builder's hardware) for doors, such as, hinges, exit devices, closures, saddles, weather stripping, etc.
- B. Related Sections:
 - 1. 081113 (Hollow Metal Doors and Frames)

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Threshold: For each type including fasteners in color selected.
- C. Master Hardware Table: Prior to ordering hardware, submit as indicated.

1.04 Quality Assurance

- A. Hardware Sets From Single Source: Obtain each kind of hardware (hinges, locks and latch sets, closures, etc.) from only one manufacturer.
- B. Comply with the following:
 - 1. American Insurance Association.
 - 2. National Board of Fire Underwriters Laboratories, Inc.
- C. Each hardware item shall bear a label or mark of the Underwriters Laboratories, Inc., indicating its conformity with requirements for its specified use.
- D. Fire Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA 80. Provide only hardware which has been tested and listed by UL, FM, WH for types and sizes of doors required and which complies with requirements of door and door frame labels.
- E. Barrier Free Requirements: Maximum pressure applied to the latch area to open exterior doors shall not exceed fifteen (15) pounds. Interior doors which have a self-closing feature shall require pressure not to exceed eight (8) pounds.



1.05 Master Hardware Table

- A. Before any finish hardware is ordered or purchased, field verify all hardware requirements to ensure compatibility.
- B. Prepare a complete master hardware table listing all finish hardware.
 - 1. Organize table by hardware sets indicating every item required for each door opening. Including the following information:
 - a. Manufacturer name.
 - b. Brand, catalog number.
 - c. Type, style, function, size, material, and finish.
 - d. Location of hardware set cross-referenced to indications on Drawings.
 - e. Door frame sizes and materials.
 - f. Fastenings and other pertinent information.
 - g. Explanation of all abbreviations, symbol, codes, etc. contained in table.
- C. Revise master hardware table as needed to reflect hardware requirements.

PART 2 - PRODUCTS

2.01 General

- A. Door Thickness and Operation: Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements. The Drawings show the direction of slide, swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of the door movement as shown.
- B. Templates: Furnish hardware templates to each fabricator of doors, frames and other Work to be factory prepared for the installation of hardware.
- C. Keying: All cylinders shall be Best interchangeable core type and shall be provided with keyed, brass construction cores.
- D. Base Materials: Produce hardware units of the basic metal and forming method indicated, using the manufacturer's standard metal allow, composition, temper and hardness, but in no case of lesser (commercially recognized) quality than specified for the applicable hardware units.
- E. Finish: Hardware shall be uniform in color and finish and free from imperfections affecting its appearance, function, operation and serviceability. Such hardware shall be suited and adapted to its required use and shall fit its respective location.
- F. Fasteners:
 - 1. Manufacturer's hardware to conform to published templates, generally prepared for machine installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, unless otherwise indicated.



2. Provide Philips flat-head screws for installation with each hardware item, unless otherwise indicated.
3. Finish of screws, exposed under any condition, shall match the hardware finish; or, if exposed in surfaces of other construction, screws shall match the finish of such other construction as closely as possible, including "prepared for paint" in surfaces to receive painted finish.

2.02 Hinges

A. Hinges

- | | |
|---|-----------------|
| 1. TB2714 (4-1/2 inches x 4 inches) | McKinney |
| 2. Approved equal (4-1/2 inches x 4 inches) | Stanley |
| 3. Approved equal (4-1/2 inches x 4 inches) | Hager Companies |
| 4. Or approved equal | |

2.03 Exit Device and Panic Bars

A. Exit Device

- | | |
|----------------------|-----------------|
| 1. 8800ETA | Sargent |
| 2. 99 Series | VonDuprin |
| 3. 4700 Series | Hager Companies |
| 4. Or approved equal | |

B. Panic Bar with Lever

- | | |
|--|--------------------------|
| 1. Series 5114
With "Exit Alarm: battery operated" (RALK) and lever with
no key (814A) | Precision Hardware, Inc. |
| 2. Series 22L-BE with alarm kit (ALK) | VonDuprin |
| 3. 5800 Series Alarmed Exit Device with 28-L-LL lever | Sargent |
| 4. Or approved equal | |

2.04 Door Closers

A. Door Closer

- | | |
|----------------------|-----------------|
| 1. 1431 | Sargent |
| 2. 5800R | Hager Companies |
| 3. LCN 4000 Series | VonDuprin |
| 4. Or approved equal | |



2.05 Door Saddles (Thresholds)

A. Multi-Part Adjustable Saddle

- 1. Series 77 Zero International

B. General:

- 1. Fabricate saddle assemblies to meet AAMA 603 Specification.
- 2. Metal door saddles shall be 6063 Aluminum Alloy with clear finish.
- 3. Fastening:
 - a. Include exposed and concealed fasteners, sealants, flashing materials, seals and adhesive required for complete assembly of systems indicated.
 - b. All fastening screws, matching items in color and finish specified, shall be supplied with saddle assemblies. Phillips, slotted, flat, truss, and pan wood screw heads are supplied in either stainless steel, zinc or brass plated steel at no extra cost.
 - c. Lead shields, machine screws and anchors are supplied by request at Contractor's cost.

2.06 Door Stops and Head/Jamb Protection

A. Door Stop

- 1. 475A Zero International
Extruded aluminum stop with closed cell neoprene cushion strip (ASTM D 1056)
- 2. Snap Cover Perimeter Gasketing with Concealed Fasteners 29310 CPK Pemko
Clear Anodized Aluminum with Gray PemkoPrene insert
- 3. Adjustable Surface Astragal 95CV Reese
Clear anodized aluminum with vinyl bulb
- 4. Or approved equal as recommended by door manufacturer

B. Head/Jamb Protection

- 1. 100A Zero International
Extruded aluminum with neoprene solid strip (Dupont MIL-R-6855 Class II Grade 55 Soft - Oil-resistant, -67 degrees)
- 2. 29310 CPK Snap Cover Perimeter Gasketing with Concealed Fasteners Pemko
Clear anodized aluminum with gray "PemkoPrene" insert
- 3. DS77C Door Jamb Weatherstrip Reese
Clear anodized aluminum with sponge neoprene insert
- 4. Or approved equal as recommended by door manufacturer



C. General:

1. Metal door stops and sweeps shall be 6063 Aluminum Alloy with clear finish.

2.07 Miscellaneous Hardware

A. Kick Plates

- | | |
|----------------------------|----------|
| 1. K1050
Aluminum | Rockwood |
| 2. 8400 Series
Aluminum | Ives |
| 3. 193S
Aluminum | Hager |
| 4. Or approved equal | |

B. Wall Bumpers and Door Stops

- | | |
|------------------------------------|----------|
| 1. 409 | Rockwood |
| 2. WS406/407 Wall Bumper (Concave) | Ives |
| 3. 236 W | Hager |
| 4. Or approved equal | |

PART 3 - EXECUTION

3.01 Installation

- A. Coordinate with installation of door to produce a watertight assembly capable of withstanding inward and outward loading pressures, and thermal and lateral loads.
- B. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- C. Isolate metals from dissimilar metals or corrosive substrates using bituminous coatings or other means of permanent separation to prevent electrolytic corrosion.
- D. Drill and countersink units which are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- E. Mount hardware units at heights indicated in the Door Hardware Institute's, "Recommended Locations For Builders Hardware for Standard Steel Doors and Frames," unless otherwise indicated or directed by Commissioner, or required by New York City Building Code rules and requirements.



3.02 Adjust and Clean

- A. Adjust and check operation of each item of hardware and each door to ensure proper smooth, free operation as intended.

END OF SECTION 087100



092116

GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.01 Related Document

- 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 gypsum drywall and metal support systems.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Accessories: For each type of galvanized steel corner beads, casing beads, control joints, etc. to be incorporated in the Work. Samples shall be 12" long.
- C. Shop Drawing: Showing all sections, means of attachment; signed and sealed by Professional Engineer licensed in the state of New York.

1.04 Performance Requirements

- A. Tolerances:
 - 1. Not more than 1/16" difference in true plane at joints between adjacent boards before finishing.
 - 2. Not more than 1/8" in 10' deviation from true plane, plumb, level and proper relation to adjacent surfaces in finished work.
- B. Fire Resistance: Provide fire-rated assemblies with ratings as determined by ASTM E 119.

PART 2 - PRODUCTS

2.01 Materials

- A. Gypsum board (Interior Use): Comply with ASTM C 1396.
 - 1. 5/8" thick regular, water resistant, fire resistant, and foil-backed types as required.
 - 2. Acceptable manufacturers are as follows:
 - a. U. S. Gypsum



- b. Gold Bond Div. National Gypsum
 - c. Domtar Gypsum.
 - d. Or approved equal.
- B. Steel studs: 3-5/8" & 6" deep, 18 gage screw-type steel studs, ASTM C 645 unless heavier gage or depth is required for span or load.
- C. Fasteners: Comply with ASTM C 514 and ASTM C 646.
- 1. Provide Type S bugle head screws at interior, cadmium plated at humid and exterior areas.
 - 2. Provide additional anchors and fasteners as required.
- D. Joint reinforcement: ASTM C 587 paper or fiberglass tape and ready-mixed vinyl compound.
- E. Accessories: Galvanized steel corner beads, casing beads, control joints. Acceptable manufacturer: U. S. Gypsum 800 series, as applicable.

PART 3 - EXECUTION

3.01 Installation

- A. Comply with ASTM C 840 and GA 216.
- B. Provide fire-rated systems where indicated and where required by New York City Building Code rules and requirements. Except as otherwise indicated, extend fire-rated partitions to underside of deck above ceiling and extend other partitions at least 3" above ceilings.
- C. Insulation:
- 1. Fill wall cavities with insulation.
 - 2. Provide insulation full height and thickness between different occupancies, and where required.
- D. Board Installation:
- 1. Install boards vertically.
 - 2. Do not allow butt-to-butt joints.
 - 3. All joints must fall over framing members.
- E. Accessory Trim: Install galvanized steel corner beads, casing beads, control joints per manufacturer's instructions and recommendation.
- F. Acoustical Sealant: Provide acoustical sealant at both faces at top and bottom runner tracks, wall perimeters, openings, expansion and control joints.
- G. Joint Treatment and Finishing:
- 1. Apply 3-coat joint treatment in strict compliance with manufacturer's instructions and recommendations.
 - 2. Joint treatment is required at all fasteners and edges between boards.



3. Fill all surface defects.
4. Sand between and after joint treatment coatings and leave ready for finish painting or wall treatment.

END OF SECTION 092116



THIS PAGE INTENTIONALLY LEFT BLANK



092300

GYPSUM PLASTERING

PART 1 - GENERAL

1.01 Related Document

- 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 gypsum plastering, lath, support systems (e.g. galvanized furring channels, etc.), and related accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Galvanized Metal Lath: For each type to be incorporated in the Work. Samples shall be 12" square.

1.04 Quality Assurance

- A. Pre-installation Conference: Prior to starting plastering Work, conduct an on-site conference to review the detailed requirements of the Work.
 - 1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, City of New York's Project representative, properly trained installer. Provide seven (7) business days advance notice to attendees.
 - 2. Agenda shall include:
 - a. Project construction schedule.
 - b. Condition of substrate and preparation.
 - c. Mixing procedures.
 - d. Installation sequence.
 - e. Curing procedures.
 - f. Mockups.



PART 2 - PRODUCTS

2.01 General

- A. Gypsum Plaster Materials:
 - 1. Gypsum: ASTM C 28, white for finish coat.
 - 2. Sand Aggregate: ASTM C 897, manufactured or natural sand, white for finish coat.
 - 3. Water: Potable, free of materials capable of affecting plaster, lath and/or accessories.

2.02 Plaster

- A. Scratch Coat
 - 1. Mix Proportions: 1 part Gypsum neat plaster with 2 parts sand.
- B. Brown Coat
 - 1. Mix Proportions: 1 part Gypsum neat plaster with 3 parts sand.
- C. Finish Coat
 - 1. Mix Proportions: 1 part Gypsum gauging plaster with 8 parts sand for float finish.

2.03 Metal Support System

- A. Self-Furred Metal lath
 - 1. ASTM C 847, fabricated from galvanized steel sheet of type and configuration indicated.
Diamond Mesh Lath: 3.4 lb. per sq. yd.

2.04 Accessories

- A. Provide Accessories as shown or as recommended by the manufacturer, including galvanized metal corner beads, casing beads, base screed and control joints. Coordinate with depth of plaster indicated.
- B. Wire for Ties: ASTM A 641, Class 1 zinc coating, soft temper

PART 3 - EXECUTION

3.01 Removal

- A. Comply with 024119 (Selective Demolition).



3.02 Installation of Metal Lath

- A. Provide galvanized metal lath and secure to substrate. Lap metal lath 1/2" at the sides and 1" at the ends. Lap new lath a minimum of 1" over existing lath.
- B. Provide galvanized metal control joint bead between the new stucco and the adjacent existing found to be in a sound condition.

3.03 Mixing

- A. Comply with ASTM C 842 and manufacturer's directions for gypsum plaster base coat proportions. Proportion material by volume (parts in dry weight). Adjust mix proportions within the limits specified to attain workability.

3.04 Plaster Application

- A. Mechanically mix, prepare and apply base, scratch, and finish gypsum plaster to comply with ASTM C 842. Scratch and moist cure base coat. Apply finish coat as per Mockup accepted by Commissioner.

END OF SECTION 092300



THIS PAGE INTENTIONALLY LEFT BLANK



092500

NATURAL CEMENT-BASED STUCCO

PART 1 - GENERAL

1.01 Related Document

- 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 Natural Cement Stucco for Unit Masonry and related accessories.

1.03 References

- A. ASTM C109 Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens).
- B. ASTM C897, Specification for Aggregate Job-Mixed Portland Cement-Based Plasters
- C. ASTM C10, Specification for Natural Cement.
- D. ASTM C207, Specification for Hydrated Lime for Masonry Purposes.

1.04 Submittals

- A. Product Data:
 - 1. Submit manufacturer's instructions, product data and MSDS.
 - 2. Submit data indicating proportion or property specifications used for each type of stucco including natural cement, lime, sand and coloring admixtures, if any.
- B. Samples:
 - 1. Cured samples of colored plaster finish to Commissioner for initial review
 - 2. Galvanized Metal "J" Bead: For each type to be incorporated in the Work. Samples shall be 12" long.
- C. Stucco Mix Design.
- D. Contractor to provide credentials for installation of stucco system specified for the Project.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements, and ingredients meet applicable ASTM standards.
- F. Report of AASHTO Certified independent laboratory confirming that natural cement meets the requirements of ASTM C10.



G. Warranty Prerequisites:

1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
2. Manufacturer Inspection Reports and Statement of Approval for Warranty (On-demand).

1.05 Quality Assurance

A. Pre-installation Conference: Prior to starting stucco Work, conduct an on-site conference to review the detailed requirements of the Work.

1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, City of New York's Project representative, manufacturer's authorized representative, trained installer. Provide seven (7) business days advance notice to attendees.
2. Agenda shall include:
 - a. Manufacturer approved credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Condition of substrate and preparation.
 - f. Mixing procedures.
 - g. Installation sequence.
 - h. Mockups.

B. Cementitious materials, aggregates and color admixtures are to be blended and packaged under factory controlled conditions, requiring only the addition of Restoration Latex on site.

C. Restoration Specialist: The contractor or subcontractor performing the work of this section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. In addition, the installer must be certified by the manufacturer.

D. Mock-Up: Before starting work, prepare and apply a sample area of not less than 10 feet high and 10 feet long using the procedures, proposed colors and texture, finish and workmanship for approval by the Commissioner.

1.06 Delivery, Storage and Handling

- A. Deliver prepackaged, dry-blended stucco mix to project site in clearly labeled plastic-lined bags each bearing the name and address of the manufacturer, Production Codes or Batch Numbers, and color or formula numbers. Individual bag weight is approximately 50 pounds.
- B. Store stucco off the ground and in accordance with manufacturer's instructions to prevent contamination by foreign materials. Maintain packaged materials in a clean, dry state protected against weather, traffic and foreign materials.



1.07 Environmental Requirements

A. Cold Weather Requirements:

1. When ambient air temperature is below 40 degrees F, store materials in a heated area to allow stucco temperatures to remain above 40 degrees F throughout the placement and finishing cycle.
2. Subject to written approval of the mortar manufacturer, and in accordance with their written dosage instructions, add the recommended quantity and type of non-chloride accelerating admixture when temperatures are below 35 degrees F.

B. Hot Weather Requirements:

1. Under hot, dry and windy conditions use proper predampening, protection and moist curing procedures as required to keep stucco moist for 24 hours following final tooling.

1.08 Warranty

A. Stucco Manufacturer's Warranty: Written form in which manufacturer agrees to furnish stucco products to repair or replace areas that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.

1. Warranty Period: Five (5) Years.

B. Manufacturer's Inspection and Approval:

1. Coordinate inspections required by manufacturer. Provide three (3) business days notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's approval stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 Manufacturers

- A. Prepackaged 3-coat natural cement plaster system shall be custom-matched, natural cement stucco consisting of a polymer modified bond coat, a fiber reinforced polymer modified base coat, and a polymer modified finish coat.
- B. Stucco system manufacturer shall have a minimum of 3 years continuous experience in the formulation and production of natural cement stuccos and polymer modified cementitious systems.

2.02 Materials

- A. Natural Cement: Natural cement or quick-setting natural cement processed from argillaceous limestone and meeting the requirements of ASTM C10. Artificial mixtures of other cementitious materials, fly ash, slag, Portland cement, hydraulic lime or lime-pozzolan mixtures are not permitted as substitutes for natural cement.



- B. Hydrated Lime: ASTM C207 Type S, incorporated as a finely divided powder in uniform particle size, free of lumps, flakes or other inconsistencies.
- C. Mortar Aggregate: ASTM C897 natural sand blend, rounded to sub-angular in shape, washed, screened and dried. Aggregate to be selected to match the color and texture of the original mortar aggregates as closely as possible while remaining in compliance with ASTM C897 grading and soundness requirements.
- D. Colorants: Inorganic mineral oxides meeting the requirements of ASTM C979, at levels not to exceed 10% on binder weight, except for carbon black, which may not exceed 2% on binder weight. Use of color pigments shall be limited to the minimum amount required to adjust stucco finish color, and use of properly matched aggregates and natural cement matrix shall be the primary means of achieving color match.
- E. Admixtures: Latex Modifier shall be a reactive 100% acrylic emulsion with wet adhesion monomer to promote adhesion to wet surfaces, to assure retention of bond strength under prolonged moist exposures and to develop through-cure independently from drying conditions. Obtain latex modifier of same manufacturer as natural cement stucco system.
- F. Water: Potable, free of deleterious quantities of materials which may affect mortar performance or appearance. Water is to be used for pre-dampening only. No water is mixed with latex modified natural cement stucco.

2.03 Mixing Stucco

- A. All stucco shall be preblended, pre-colored and prepackaged under controlled factory conditions. All ingredients are to be batched within plus or minus 1% accuracy, except pigments which shall be weighed to a precision of 0.02%.
 - 1. Stucco shall conform to the proportion requirements as approved by the Commissioner.
- B. Thoroughly mix stucco in quantities needed for immediate use, using mechanical mortar mixer or paddle mixer. Add approximately half the required latex modifier and mix stucco for a minimum of 2 minutes, and then slowly add latex modifier as needed to reach the desired working consistency. Do not exceed mix time of 5 minutes.
- C. Add Latex Modifier at the project site. Do not add water, sand, stone, cement, lime, bonding agents, coloring admixtures, set accelerators, plasticizers, air entraining admixtures or other materials unless specifically authorized in writing.
- D. Use fast setting stucco within 10 minutes or regular setting stucco within 30 minutes of mixing, after which unused stucco is to be discarded. Working times are to be adjusted for ambient temperatures in accordance with stucco system manufacturer's instructions. Do not retemper stucco which has begun to set.

2.04 Accessories

- A. Bead
 - 1. Type shown or as recommended by the manufacturer, including stainless steel corner beads, casing beads, J-beads, base screed and control joints. Coordinate with depth of stucco indicated.



- B. Wire for Ties
 - 1. ASTM A 641, Class 1 zinc coating, soft temper

- C. For Portland Cement Stucco Accessories: Comply with material provisions of ASTM C 1063, fabricated of zinc alloy unless otherwise indicated by manufacturer's instructions or in the items of this table.

PART 3 - EXECUTION

3.01 Installation

- A. All clay masonry and consolidation must be performed prior to stucco application.
- B. For stucco applications over brickwork, the masonry mortar joints should be ground out to a depth of ½" minimum. Remove all dust and debris.
- C. Pre-dampen masonry surfaces to receive application for a minimum of 20 minutes prior to stucco placement. Masonry surfaces should be saturated but free of excess or standing water at time of stucco placement.
- D. The stucco is then applied in three applications.
 - 1. Filling the joints and spread to provide a rough thin "Bond coat" on the masonry surface.
 - 2. Heavier application of the "Base Coat".
 - 3. A thinner "Finish Coat" that is applied and finished immediately.
- E. Bond and Base coat applications are to be installed with surface profiles such as grooving, scoring or roughening, to promote adhesion of the subsequent application. Applications may be performed at any time after the previous application has set sufficiently to withstand the pressure of the next application without being disrupted.
- F. Allow stucco to fully cure for a minimum of 10-28 days, as advised by stucco system manufacturer, before final cleaning. Longer cure times are required in cooler weather. Only low pressure should be used to avoid damaging newly applied material. Use only cleaning materials approved by the mortar manufacturer, and only at the approved rates of dilution and dwell time

END OF SECTION 092500



THIS PAGE INTENTIONALLY LEFT BLANK



099623

GRAFFITI RESISTANT COATINGS

PART 1 - GENERAL

1.01 Related Document

- 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 graffiti resistant coatings and related surface preparation.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Graffiti Resistant Coatings: For each coating type, color and substrate combination to be incorporated in the Work. Samples shall be fully cured on 8" square examples of each substrate.
- C. Pre-construction Test Reports:
 - 1. Graffiti Related Product Compatibility Test Reports.
- D. Warranty Prerequisites:
 - 1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports and Statement of Approval for Warranty (On-demand).

1.04 Quality Assurance

- A. Pre-installation Conference: Prior to starting graffiti resistant coating Work, conduct an on-site conference to review the detailed requirements of the Work.
 - 1. Attendees shall include Contractor's Project manager and superintendent, Commissioner, City of New York's Project representative, manufacturer's authorized representative, qualified installer. Provide seven (7) business days advance notice to attendees.
 - 2. Agenda shall include:
 - a. Sample warranties and warranted application procedures.
 - b. Project construction schedule.
 - c. Surface preparation (graffiti removal).



- d. Mixing procedures.
- e. Installation sequence.
- f. Curing procedures.
- g. Mockups.

1.05 Tests and Inspections

A. Pre-construction Testing:

1. Graffiti Related Product Compatibility Testing:

- a. **Test Specimens:** Provide to graffiti resistant coating manufacturer four (4) test specimens of each Project substrate and other materials that will contact, affect or be affected by application of graffiti removal agents, and graffiti resistant coatings.
- b. **Testing:** Manufacturer shall perform required tests to determine compatibility of graffiti removal products, graffiti resistant coating products, substrates and other materials associated with the Work.
- c. **Test Reports:** Obtain from manufacturer test reports and written recommendations.
- d. **Acceptance:** Obtain Commissioner's written acceptance of test reports and recommendations before proceeding with the Work.

1.06 Mockups

A. Comply with mockup requirements indicated on Drawings, and in DDC General Conditions, and the following:

- 1. **Notification:** Notify Commissioner and manufacturer's authorized representative in writing, five (5) business days prior to graffiti resistant coating mockups. Commissioner and manufacturer's authorized representative will be present during mockup operation to determine necessary adjustments as is appropriate for the specific applications.
- 2. **Mockup:** For each type of surface and condition indicated for graffiti resistant coatings, demonstrate products and procedures to be used to perform the Work, as required. Use the same equipment for mockups that will be used for the overall Work.
- 3. **Documentation:** Document the exact application procedures and products used for each mockup. The documentation will be used to ensure that the same procedures and products are used in performing the overall Work.
- 4. **Evaluation:** Notify Commissioner and manufacturer's authorized representative in writing, five (5) business days prior to conducting the following evaluation procedures:
 - a. Two (2) weeks after application of graffiti resistant coatings, apply fresh graffiti to a portion of the mockup and allow curing for a minimum of three (3) days.
 - b. After fresh graffiti has cured, follow manufacturer's recommended procedures for removal.
 - c. Commissioner will evaluate the following:
 - 1) Cleanliness of surface material.
 - 2) Discoloration of surface material.



- 3) Surface accretions.
- 4) Alteration to texture of surface or loss of material.

1.07 Project Conditions

- A. Weather Conditions: Proceed with Work only when existing and predicted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements. Do not apply if rain is forecast within 24 hours.
- B. Restored Masonry: Do not apply graffiti related products within 30 days of masonry restoration Work (e.g., composition patching, mortaring/pointing, etc.) to allow materials to fully cure.
- C. Substrate Conditions: Moisture content should be no higher than 15% as registered on an electronic moisture meter.
- D. Dust Conditions: Do not apply coating in areas where dust is being generated or will be generated while the material is drying.

1.08 Warranty

- A. Graffiti Resistant Coating Manufacturer's Warranty: Written form in which manufacturer agrees to furnish products and labor to correct Work that does not comply with performance and other requirements specified in the Contract Documents, or does not protect the treated surfaces from graffiti defacement, chemical staining and normal environmental effects, during the warranty period.
 1. Warranty Period: One (1) Year.
- B. Manufacturer's Inspection and Approval:
 1. Coordinate inspections required by manufacturer. Provide three (3) business days notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's approval stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 General

- A. If special products are required for graffiti removal with the selected coating system, provide manufacturer's suggested materials for removal of Graffiti to the building personnel. Include manufacturer's instructions for use. Provide enough graffiti removal products to remove graffiti from 25% of the installed area of graffiti resistant coatings.
- B. Provide enough graffiti resistant coating to the building personnel to re-coat an area equal to 25% of the original installed area of Graffiti Resistant Coating.



2.02 Graffiti Resistant Coatings

A. Graffiti Resistant Coating

- | | |
|---|-----------------------------|
| 1. Defacer Eraser SC-1
Sacrificial Coating | ProSoCo, Inc. |
| 2. Omegaseal 333 | Diedrich Technologies, Inc. |
| 3. Wipe Out Porous Surface Graffiti Remover | Dumond |
| 4. Or approved equal | |

PART 3 - EXECUTION

3.01 Protection

- A. Follow manufacturer's recommendations for protection measures.
- B. Protect all surfaces adjacent to areas of the Work.
- C. Prevent products from spilling or dripping down surfaces, on to projections (sills, ledges, etc.), or on the ground. Remove any spilled or dripped materials immediately.

3.02 Preparation

- A. All surfaces shall be dry, clean, free of dust, grease, efflorescence, foreign matter and all other contaminants that would adversely affect the adhesion, finish appearance and protective properties of coating.
- B. For existing buildings, remove existing graffiti, before applying new coatings in accordance with procedures approved in mockups.

3.03 Application

- A. Apply coatings following procedures approved in mockups.

END OF SECTION 099623



099713

METAL COATINGS

PART 1 - GENERAL

1.01 Related Document

- 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 coatings on steel substrates.
- B. This Section excludes coating the following metal surfaces: stainless steel, anodized aluminum, copper, bronze, and brass.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples: For each coating type, color and steel substrate combination to be incorporated in the Work. Samples shall be fully cured, 8" square, with stepped coats to show each coat required for system; label each coat.

1.04 Project Conditions

- A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperature are within manufacturer recommendations, and will remain so for at least 24 hours. Verify minimum temperatures listed with products in Part 2 of this Section with manufacturer.
- B. Do not apply coatings under the following conditions:
 - 1. When conditions are outside the limitations permitted by the product manufacturer.
 - 2. In snow, rain, fog, or mist.
 - 3. When relative humidity exceeds 85 percent.
 - 4. When temperatures are less than 5° F above the dew point.
 - 5. When surfaces are damp or wet, or when ice or frost is present on surfaces.



PART 2 - PRODUCTS

2.01 General

- A. Product Callout Abbreviations Key: Steel coating product callouts (e.g. 3ER) include the following abbreviations:

- 2.....2 coats
- 3.....3 coats
- I.....Interior
- E.....Exterior
- N.....New steel
- R.....Restoration of steel

- B. Colors of Coatings: Where not specifically indicated, Commissioner will select colors through the sample submittal process.

2.02 Exterior Steel and Wrought Iron Coatings (Restoration Work)

- A. Steel Coating: 2ER

1. Sherwin Williams 2-Coat System:

Prime Coat (Mill White Color):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams
Top Coat (Gray):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams

OR

2. PPG 2-Coat System:

Prime Coat (Red Color)	Amerlock 2	PPG
Second Coat (Gray Color)	Amerlock 2	PPG

OR

3. Tnemec 2-Coat System:

Prime Coat (BlackColor):	Topoxy 27WB	Tnemec
Second Coat (Gray Color):	Topoxy 27WB	Tnemec

4. Or approved equal

- B. Steel Coating: 3ER or Wrought Iron Coating:3ER

1. Sherwin Williams 3-Coat System:

Prime Coat (Mill White Color):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams
Second Coat (Gray Color):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams



Top Coat:	Acrolon 218 HS	Sherwin Williams
-----------	----------------	------------------

OR

2. PPG 3-Coat System:

Prime Coat (Red Color):	Amerlock 2	PPG
Second Coat (Gray Color)	Amerlock 2	PPG
Top Coat:	Amercoat 450H	PPG

OR

3. Tnemec 3-Coat System:

Prime Coat (BlackColor):	Topoxy 27WB	Tnemec
Second Coat (Gray Color):	Topoxy 27WB	Tnemec
Top Coat:	Endura Shield 1080	Tnemec

4. Or approved equal

2.03 Exterior Steel Coatings (New Steel)

A. Steel Coating: 3EN

1. Sherwin Williams 3-Coat System:

Prime Coat (Gray-Green Color):	Zinc Clad III HS	Sherwin Williams
Second Coat (Gray Color):	Macropoxy 646 Fast Cure Epoxy	Sherwin Williams
Top Coat:	Acrolon 218 HS	Sherwin Williams

OR

2. PPG 3-Coat System:

Prime Coat (Redish Color):	Amercoat 68HS	PPG
Second Coat (Gray Color)	Amerlock 2	PPG
Top Coat:	Amercoat 450H	PPG

OR

3. Tnemec 3-Coat System:

Prime Coat (BlackColor):	Topoxy 27WB	Tnemec
Second Coat (Gray Color):	Topoxy 27WB	Tnemec
Top Coat:	Endura Shield 1080	Tnemec

4. Or approved equal



2.04 Embedded Steel Coatings (New Steel)

A. Steel Coating: 2IN

1. Tnemec 2-Coat System:

Prime Coat (Red Color):	135 Chembuild Epoxy	Tnemec
Top Coat (Gray Color):	135 Chembuild Epoxy	Tnemec

OR

2. Sherwin Williams 2-Coat System:

Prime Coat (Red Oxide Color):	Kem Bond HS Primer	Sherwin Williams
Top Coat (Gray Color):	Kem Bond HS Primer	Sherwin Williams

OR

3. PPG 2-Coat System:

Prime Coat (Red Oxide Color):	MultiPrime 94-258	PPG
Top Coat (Gray Color):	MultiPrime 94-269	PPG

4. Or approved equal

2.05 Exterior Aluminum Coatings (Restoration Work)

A. Aluminum Coating: 3ER

1. Sherwin Williams 3-Coat System:

Prime Coat:	Duration Exterior Acrylic Coating	Sherwin Williams
Second Coat:	Duration Exterior Acrylic Coating	Sherwin Williams
Top Coat:	Duration Exterior Acrylic Coating	Sherwin Williams

OR

2. PPG Extrusion Coatings: Duranar Coatings

3. The Valspar Corporation: Fluropon

4. Or approved equal



PART 3 - EXECUTION

3.01 Preparation

A. Surface Preparation:

1. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
2. Perform surface preparation and cleaning in compliance with coating manufacturer's instructions for the particular substrate conditions.
 - a. Where the manufacturer indicates more than one preparation standard, the better preparation (as determined in writing by the Commissioner) shall apply.
 - b. For exterior steel in restoration work, where the coating manufacturer does not specify preparation, prepare substrate in accordance with the following SSPC standard:
 - 1) For Restoration Work: SSPC-SP 3 "Power Tool Cleaning" and SSPC-VIS 3 "Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning"
 - 2) For Restoration Work where SSPC-SP 3 is not feasible: SSPC-SP 2 "Hand Tool Cleaning" and SSPC-VIS 3 "Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning"
3. For galvanized metal substrates, comply with manufacturer's instructions and ASTM D 6386.

3.02 Application

A. Apply coating systems as indicated on Drawings, and as follows:

1. New Members (steel and galvanized steel):
 - a. Perform any indicated shop fabrication prior to application of coatings.
 - b. Apply complete coating system to all surfaces in shop prior to delivery to Project.
 - c. Touch up shop applied coating after erection. Clean field welds, bolted connections and abraded areas, and apply primer, intermediate coat (where applicable), and top coat.
2. Existing Members (steel and galvanized steel):
 - a. Perform any indicated, drilling, structural welding or bolting prior to field application of coatings.
 - b. Apply coating system to all surfaces in field.
3. Apply coatings to produce uniform surface films without cloudiness, holidays, laps, brush marks, runs, sags, or other surface imperfections.
4. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.



3.03 Touch-up

- A. At completion of the Work of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION 099713



221000 PLUMBING PIPING

PART 1 - GENERAL

1.01 Related Document

- 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 drainage piping and fittings.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Shop Drawings (On-demand): Showing joints and adapters to be incorporated in the Work.
- C. Samples:
 - 1. Joints and Adapters: For each type to be incorporated in the Work.
- D. Source Quality Control Testing:
 - 1. Ductile Iron Pipe and Fitting Test Reports (On-demand).

1.04 Quality Assurance

- A. Comply with the following:
 - 1. ASTM.
 - 2. ASA.
 - 3. ANSI.
 - 4. USASI.
 - 5. CISPI.

1.05 Tests and Inspections

- A. Source Quality Control Testing:
 - 1. Ductile Iron Pipe and Fitting Testing:
 - a. Testing: Inspect and test ductile iron pipe and fittings at the foundry as required by industry standards and referenced standards herein.



- b. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether products comply, or do not comply with requirements.

1.06 Project Conditions

- A. Use Limitations of Hubless Pipe and Fittings:
 1. Permitted for leader and vent piping is permitted when installed above ground within buildings, provided piping is concealed between walls of a pipe chase, within partitions, above ceilings or within pipe shafts.
 2. Not permitted for exposed piping, piping run below slab on grade, piping embedded in concrete or drainage piping.

PART 2 - PRODUCTS

2.01 General

- A. Manufacturer shall provide suitable end caps, sheet metal covers, or plugs on all piping and fittings to protect against pre-installation contamination or damage.

2.02 Drain Materials

- A. Cast Iron Pipe and Fittings
 1. Acceptable Manufacturers: Subject to compliance with the requirements, following is a list of acceptable manufacturers for cast iron pipe and fittings:
 - a. U.S. Steel Co.
 - b. Sawhill Tubular Co.
 - c. North Star Steel
 - d. Sharon Tube Co.
 - e. Koppel Steel Corp.
 - f. Or approved equal.
 2. Cast Iron Pipe and Fittings: Comply with ASTM A 74.
 - a. Pipe shall be evenly coated, cylindrical, smooth, free from all defects, of uniform thickness and of the weights required by New York City Building Code rules and requirements, and of the grade known in commerce as "extra heavy."
 - b. Each length of pipe and each fitting shall be plainly marked with the manufacturer's initials or registered trademark and with the letters "XH" to indicate "extra heavy." The marking may be cast, stenciled, or otherwise applied on the pipe so as to be clear and legible at the time of installation. The marking shall be cast on fittings and shall be located away from the spigot end so as not to interfere with proper joining upon installation.
 - c. Fittings:



- 1) Oakum and Lead: Material used for fittings caulked joints shall be molten lead and packed oakum.
- 2) Mechanical Joints: Where specified, a mechanical joint may be substituted for molten lead filling of the hub.
 - a) The mechanical joint shall consist of a stainless steel clamp with a sintered non-porous teflon inner sleeve and a neoprene outer sleeve.
3. Hubless Cast Iron Pipe and Fittings: Comply with CISPI 301 and ASTM A 888.
 - a. Evenly coated, cylindrical, smooth, free from all defects, of uniform thickness and of the weights required by all applicable laws and regulations.
 - b. Each length of pipe and each fitting shall be plainly marked with the manufacturer's initials or registered trademark. The marking may be cast, stenciled, or otherwise applied on the pipe so as to be clear and legible at the time of installation.
 - c. Fittings:
 - 1) Hubless Couplings: Comply with CISPI 310.
 - a) No-Hub pipe fittings shall be service weight cast iron made up to comply with CISPI 301 and ASTM A 888.
 - b) No-Hub coupling gaskets shall conform with ASTM C 564. Each approved coupling shall be permanently marked on its external surface with manufacturer's name or trade mark, nominal pipe size, and rated pressure in PSI.
 - 2) Threaded Fittings: Where threaded pipe is used for storm water or sanitary drainage purposes, fittings and couplings shall be galvanized cast iron with recessed and tapped threads conforming to ASTM A 126, Class B for smooth interior waterway.

2.03 Through-wall Sleeves

A. General: Through-wall sleeves shall have seals of modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. Links shall be loosely assembled with bolts to form a continuous rubber bolt around the pipe with a pressure plate under each bolt head and nut.

1. Material for sealing spaces between pipe and sleeve through foundation walls below grade shall be modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. Links shall be loosely assembled with bolts to form a continuous rubber bolt around the pipe with a pressure plate under each bolt head and nut. Pressure plates shall be insulating type to provide for electrical insulation and cathodic protection.

Materials for sealing space between each pipe and sleeve through non-fire rated exterior walls above grade shall be lead and oakum.

B. Through-wall Sleeve

- | | |
|--------------------------|-------------------|
| 1. Link-seal Wall Sleeve | Thunderline Corp. |
| 2. MetraSeal Wall Sleeve | Metraflex Co. |
| 3. PipeSeal | Flexicraft |



4. Or approved equal

PART 3 - EXECUTION

3.01 Installation of Pipe and Fittings

A. General:

1. Examine all pipe and fittings before installing.
 - a. Do not install any piece that is found to be defective.
 - b. Ductile iron pipe and fittings shall be subject to inspection and a hammer test.
 - c. Any fitting showing a crack and any fitting or pipe which has received a severe blow that may have caused an incipient fracture, even though no such fracture can be seen, shall be marked as rejected and immediately removed from the Work.
 - d. For any pipe showing a distinct crack in which it is believed there is no incipient fracture beyond the limits of the visible crack, the cracked portions, if approved by Commissioner, may be cut off before installation, so that the remaining pipe to be used is perfectly sound. The cut shall be made in the sound barrel at a point at least 12" from the visible limits of the crack.
2. Every care shall be taken in handling and laying pipe and fittings to avoid damaging the pipe and linings, scratching or marring machined surfaces, and abrasion of the pipe coating or lining.
 - a. Protective caps, covers, or plugs shall not be removed until just before installation.
 - b. Keep pipes clear of debris during installation.

- #### **B. Underground and Concealed Roughing:** Underground piping or piping concealed in floor or wall construction shall be properly installed, tested and inspected before any of the roughing is covered up.

- #### **C. Roughing in Connection with Waterproofing:** All lines of piping and branches for fixtures passing through or in connection with waterproofing shall be brought to the proper locations and levels so that fixtures and piping may be installed without disturbing the waterproofing.

D. Piping Layout:

1. The run and arrangements of all pipes shall be approximately as shown on the Drawings, and as directed by Commissioner, with such variations as Project conditions require, at no additional cost to the City of New York.
2. Piping shall be as straight and direct as possible, with the fewest changes in direction, forming right angles or parallel lines with building walls and other pipes, and neatly spaced.
3. Piping shall not have sharp bends, quick changes of sections, pockets or bushings.
4. Contractor shall consider the location of all equipment, ductwork, piping, electric conduits, supports, steel work, etc., and all new piping shall be installed without interference therewith.



5. No pipe shall be installed where the head room will be interfered with unless the conditions are such that it is unavoidable, and only with prior written permission from the Commissioner.
 6. Offsets in piping will be permitted where walls reduce in thickness or beams interfere with direct runs.
 - a. Offsets shall be made at an angle of 45 degrees to the vertical.
 - b. In no case shall the space between the pipes, partitions, walls, etc., exceed 5".
- E. Modifications to Existing Piping:
1. Wherever existing branch piping interferes with installation of new branch piping, the existing branch piping shall be removed and rerouted to accommodate the new Work at no cost to the City of New York. The rerouted Work shall be of new material.
 2. All new extensions and relocations of existing piping systems shall be concealed in existing or new walls, floors, ceilings, pipe chases, unless otherwise indicated.
- F. New Piping:
1. All pipe shall be cut only by means of abrasive saws, hack saws, wheel type cutters, or milling type cutters. The use of "squeeze" type pipe cutters and cutting torches will not be permitted. All cut ends shall be examined for possible cracks caused by cutting.
 2. All exposed risers shall be erected plumb, standing free, close to and parallel with walls and other pipes and be uniformly spaced.
 3. All horizontal runs of piping hung from structural floor, slab or floor beams shall be erected as closely as possible to bottom of floor slabs, ceilings, or I-beams as the case may be.
 - a. Uniform grade (pitch) of horizontal branches shall be not less than 1/4" to the foot.
 - b. In no case shall the headroom, beneath the pipe, be less than 7'-0" where the pipe is installed more than 1'-0" from wall, partition, etc., except where piping is required to be installed in boiler room and mechanical spaces above floor.
 4. All piping installed in floor shall be painted with a heavy coat of asphaltum.
 5. All piping and fittings shall be installed with ample space for pipe covering.
 6. Holes drilled or cast into pipe for lifting bolts shall be adequately plugged with a suitable precast plug which shall be properly grouted and sealed before backfill is placed.
- G. Pipe Fittings:
1. Plugged fittings shall be installed as required.
 2. Reducer fittings shall be used in making reductions in sizes of pipes. No bushings will not be allowed.
- H. Pipe Joints:
1. Hub Joints:
 - a. Packed Oakum and Lead Joints: Joints in cast iron bell and spigot piping shall be caulked joints made with packed oakum and molten lead, 12 ounces of which must be used for each inch in diameter of the pipes at each joint and must be poured in at one time.



- 1) The lead to be used for this purpose shall be soft "Pig" or "Bar."
 - 2) After cooling and shrinking, the lead shall be thoroughly caulked and the joints made impermeable to gases and liquids, and also be capable of withstanding the tests applied.
 - 3) The face of the lead joints shall finish flush with the face of the hub and be left without putty, paints or cement.
 - 4) Whenever joints are made on the floor or surface they shall be recaulked after being placed in position.
- b. Mechanical Joints: Where specified, a mechanical joint may be substituted for molten lead filling of the hub.
2. Hubless Joints: Cut hubless cast iron pipe shall be cut square. Place neoprene gasket on end of pipe or fitting. Place stainless housing with clamps on other end. Butt edges of pipe together within gasket until both are firmly seated against inner ring. Slide housing into position directly over gasket. Using torque wrench, alternately tighten clamps to the recommended torque.
 3. Joints of Cast Iron Pipe to Lead Pipe: Where lead pipes are connected to cast-iron pipes, brass ferrules or soldering nipples of the same size as the pipe shall be wiped to the lead pipe and be caulked or screwed to the iron or steel pipes.
- I. Air Chambers and Water Hammer Arresters: Suitable air chambers or water hammer arresters shall be provided as required.

END OF SECTION 221000



221426

DRAINS

PART 1 - GENERAL

1.01 Related Document

- 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 roof and terrace drains, and related accessories.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Pre-construction Test Reports:
 - 1. Existing Drain Flow Test Reports (On-demand). If inadequate drain flow is determined by testing, provide report to Commissioner immediately.
- C. Field Quality Control Test Reports:
 - 1. New Drain Test Reports.

1.04 Tests and Inspections

- A. Pre-construction Testing
 - 1. Existing Drain Flow Testing:
 - a. Testing: Test drain by inserting a hose and running water a minimum of 15 minutes at a rate of 5 gallons per minute to determine flow adequacy.
 - b. Test Reports: Reports shall include date of test, location, test method, and test results stating whether drain flow is adequate, or, if not adequate, state cause and make recommendations for correcting flow.
- B. Field Quality Control Testing:
 - 1. New Drain Flow Testing:
 - a. Testing: Following installation of drains and related piping, inspect drains and drain lines, and test for adequate flow by inserting a hose and running water a minimum of 15 minutes at a rate of 5 gallons per minute. Arrange for Commissioner to be present at testing, provide five (5) business days' notice.
 - b. Test Reports: Reports shall include date of test, location, test method, and test results stating whether drain flow is adequate or not adequate.



PART 2 - PRODUCTS

2.01 General

- A. Provide accessories such as under deck and miscellaneous clamps, adapters, sump receivers, extension collars etc. required for proper installation of all roof and terrace drains.

2.02 Roof Drains

- A. Roof Drain (16 inch diameter)

Bottom outlet:

- | | |
|----------------------|-----------------|
| 1. 21500-22 | Josam Company |
| 2. 1010 | J.R. Smith |
| 3. ZC-Z100 | Zurn Industries |
| 4. Or approved equal | |

Side outlet:

- | | |
|----------------------|-----------------|
| 1. 21500-66NH-22 | Josam Company |
| 2. 1020 | J.R. Smith |
| 3. ZC-Z100-90 | Zurn Industries |
| 4. Or approved equal | |

PART 3 - EXECUTION

3.01 Installation

- A. Field verify type and size of pipe connections required to assure a water-tight connection at roof.
- B. Patch opening surrounding drain body to provide a level surface for setting new drain.

END OF SECTION 221426



FMS ID: HH115REGX



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

Building Envelope Rehabilitation for Regents Family Center

LOCATION: 2724 Broadway
BOROUGH: Manhattan 10032
CITY OF NEW YORK

Contractor _____

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper _____

Dated _____, 20____

