



PROJECT ID:

LQQ122-DL

**LAW**

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

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

**VOLUME 1 OF 3**

# **BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS  
NECESSARY AND REQUIRED FOR:

## **Douglaston and North Hills Libraries Roofing Projects**

LOCATION:

249-01 Northern Boulevard &  
57-04 Marathon Parkway

BOROUGH:  
CITY OF NEW YORK

Queens 11363 & 11362

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

QUEENS PUBLIC LIBRARY

DEPARTMENT OF DESIGN + CONSTRUCTION



Date: September 26, 2012

**2-128**



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

DAVID J. BURNEY, FAIA  
Commissioner

CAROL DIAGOSTINO  
Agency Chief  
Contracting Officer

June 05, 2013

CERTIFIED MAIL - RETURN RECEIPT REQUEST

N.S.P. ENTERPRISES INC.

247 - 52nd Street  
Brooklyn, NY 11220

RE: FMS ID: LQQ122-DL  
E-PIN: 85013B0021001  
DDC PIN: 8502013LQ0001C  
DOUGLSTON AND NORTH HILLS  
LIBRARIES ROOFING PROJECTS -  
BOROUGH OF QUEENS  
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$534,300.00 submitted at the bid opening on February 13, 2013. 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, 1<sup>st</sup> 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.



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,



Carol DiAgostino

Bid Tab

Revised

Description

**DOUGLASTON AND NORTH HILLS LIBRARIES  
ROOFING PROJECTS - BOROUGH OF QUEENS**

<b>Bid Date</b>	<b>2/13/2013</b>	<b>FMS ID</b>	<b>LQQ122-DL</b>
<b>Estimated Cost</b>	<b>*\$622,454.30</b>	<b>PLA</b>	<b>Yes</b>
<b>Bid Security</b>	<b>2% of Total Bid Price</b>	<b>Client Agency</b>	<b>Queens Public Library</b>
<b>Time Allowed</b>	<b>120 CCD</b>	<b>Contract Manager</b>	<b>Eugene Werner</b>
<b>Addendum</b>	<b>3</b>	<b>Project Manager</b>	<b>*Labate, Mark</b>
<b>PIN</b>	<b>8502013LQ0001C</b>	<b>E-PIN</b>	<b>85013B0021</b>
<b>Selective Bidding</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Consultant</b>	<b>In-House</b>

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<b>Bid Rank</b>	<b>Vendor</b>	<b>Bid Amount</b>	<b>Security Type</b>
1	ROYAL CONSTRUCTION CO.	\$434,450.00	Not Required
2	RAHMANN CONTRACTING COMPANY . LTD	\$489,379.96	Not Required
3	N.S.P. ENTERPRISES INC.	\$534,300.00	Bond
4	PERSPECTIVE CONSTRUCTION COMPANY	\$541,940.00	Not Required
5	SONY NY MANAGEMENT & CONSTRUCTION CORP.	\$563,810.00	Not Required
6	ANSU CONSTRUCTION INC.	\$565,000.00	Bond
7	SHRI CONSTRUCTION CORP.	\$581,100.00	Not Required
8	HI-TECH WATERPROOFING & RESTORATION, INC.	\$599,860.86	Bond
9	GTS CONSTRUCTION CORP.	\$609,195.00	Bond
10	CORDIAL CONSTRUCTION INC.	\$653,019.00	Not Required
11	BQE INDUSTRIES, INC	\$692,130.50	Not Required

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Bid Rank	Vendor	Bid Amount	Security Type
12	NUA CONSTRUCTION CORP.	\$733,500.00	Not Required
13	ASTIVIDA CONSTRUCTION INC.	\$933,201.00	Not Required
14	FLASH STRUCTURE CORP.	\$941,887.00	Not Required
15	ROCKMORE CONTRACTING CORP.	\$984,520.00	Bond
16	AMA CONSTRUCTION/NY, INC.	\$992,300.00	Not Required
17	NEELAM CONSTRUCTION CORP.	\$1,018,265.00	Bond
18	OLYMPIC CONTRACTING CORP.	\$1,072,087.00	Bond

Recorder: Tia Clarke ext. 2608

Approver:



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 LQQ/ZZ-DL and located at QUEENS, NY (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement 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.

Dated: 4-12-13  
NSP ENTERPRISES, INC.  
(Name of CM; GC; Contractor or Higher Level Subcontractor)

NSP Enterprises, Inc  
(Name of Contractor or subcontractor)  
Z. SIDEN  
(Authorized Officer & Title)

247 52nd St., BROOKLYN NY 11220  
(Address)

718-492-7990      718-921-0935 (FAX)  
(Phone) (Fax)

Contractor's State License # \_\_\_\_\_

Sworn to before me this 12 day of April, 2013

[Signature]  
Notary Public

VICTORIA AYO-VAUGHAN  
Notary Public, State of New York  
Registration #01AY5014042  
Qualified In Queens County  
Commission Expires July 15, 2015

**Qualification Form**

Project ID:

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: NSP ENTERPRISES, INC

Name of Project: EXTERIOR RESTORATION OF STATEN ISLAND BOROUGH HALL

Location of Project: 10 RICHMOND TERRACE, STATEN ISLAND, NY

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

Name: BRUNO ROMEO, DCAS

Title: PROJECT MANAGER Phone Number: 917-337-6278

Brief description of work completed: EXTERIOR RESTORATION INCLUDING MASONRY, CONCRETE WINDOW REPLACEMENT, SITE WORK, WATERPROOFING, ROOFING, NEW ADA RAMP, STEEL INSTALLATION

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

Amount of Contract: \$4,125,000

Date of Completion: 08/31/07

\*\*\*\*\*

Name of Contractor: NSP ENTERPRISES, INC

Name of Project: STRUCTURAL REPAIRS OF EXISTING FLOOR SLAB AT 11 FRONT STREET

Location of Project: 11 FRONT STREET, BROOKLYN, NY

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

Name: OKEY OREADU, NYPD

Title: ARCHITECT Phone Number: 718-476-7519

Brief description of work completed: CONCRETE DEMOLITION AND REPAIR OF FLOOR SLABS AND FOOTINGS THROUGHOUT, INSTALLATION OF STEEL, INSTALLATION OF NEW TRAFFIC COATING SYSTEM, SIDEWALK AND RAMP REPLACEMENT AT NYPD FLEET SERVICES FACILITY

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

Amount of Contract: \$1,416,460

Date of Completion: 09/30/09





**Qualification Form**

Projct ID:

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: NSP ENTERPRISES, INC

Name of Project: ROOF REPLACEMENT AND RELATED WORK AT VARIOUS LIBRARIES

Location of Project: BROOKLYN

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

Name: MIKE GILTENANE, DDC

Title: PROJECT MANAGER Phone Number: 718-391-1349

Brief description of work completed: ROOF REPLACEMENT, WATERPROOFING, MASONRY AND CONCRETE WORK, STEEL INSTALLATION, SIDEWALK SHEDS AND SCAFFOLDING, ABATEMENT, METAL PANELS AND FLASHING SYSTEMS, RAILINGS, ETC.

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

Amount of Contract: \$4,664,253

Date of Completion: 12/13/12

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Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: PLEASE SEE ATTACHED FOR ADDITIONAL PROJECTS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of work completed: \_\_\_\_\_

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

Amount of Contract: \_\_\_\_\_

Date of Completion: \_\_\_\_\_



## 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: Brooklyn, New York  
\_\_\_\_\_, 20\_\_

  
\_\_\_\_\_  
SIGNATURE

SOTIRIOS PLAKOUMAS  
\_\_\_\_\_  
PRINTED NAME

TREASURER  
\_\_\_\_\_  
TITLE

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

SUSAN RAM  
NOTARY PUBLIC, STATE OF NEW YORK  
No.01RA6220030  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES APRIL 5, 2014

Dated:

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

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

**PROJECT ID: LQQ122-DL**

**Douglaston and North Hills Libraries Roofing Projects  
249-01 Northern Boulevard & 57-04 Marathon Parkway  
Queens 11363 & 11362**

Name of Bidder: NSP ENTERPRISES, INC

Date of Bid Opening: ~~1/17/2013~~ 2/8/13

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

Place of Business of Bidder: 247 52ND STREET, BROOKLYN NY 11220

Bidder's Telephone Number: (718) 492-7990 Bidder's Fax Number: (718) 921-0935

Bidder's Email Address: INFO@NSPENTERPRISES.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 NEW YORK

Name and Home Address of President: NICK PLAKOUDAS  
91 SCHOOL ROAD WEST MARLBORO, NJ 07746

Name and Home Address of Secretary: SOTIRIOS PLAKOUDAS  
91 SCHOOL ROAD WEST MARLBORO NJ 07746

Name and Home Address of Treasurer: SAME AS ABOVE

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BID FORM**

NSP ENTERPRISES, INC.

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:



# Unit Price Schedule

Unit Price items: The items of work set forth in the Schedule below shall be performed by the contractor on a unit price basis for additional work. Such items of work shall be performed by the contractor only as directed in writing by the Commissioner.

The unit price for the items of work in the Schedule below are for EXTRA WORK ONLY i.e., work which is above and beyond that described in the Drawings and Specifications.

The bidder shall submit prices for all the items of work in the Schedule below. The bidder shall insert the total sum for all unit price items on the Bid Form, Item C - Allowance for Unit Prices. The unit price bid for each item shall include all costs and expense for the item, i.e., labor, material, overhead and profit. Quantities shown are approximate and for bid comparison purposes only. Actual amounts to be determined when the work is performed.

CSI #	Item #	Item Description	Quant.	Units	Unit Price	Total
042000	D1	Remove and install new brick to match existing as directed by DDC.	50	SF	180	9,000 <sup>00</sup>
077123	N1	Clean out site drains	6	EA	500	3,000 <sup>00</sup>
042000	N2	Replace CMU unit	1	EA	500	500 <sup>00</sup>
055000	N3	Scrape prime and paint lintels at two openings	2	EA	300	600 <sup>00</sup>
040516	N4	Re-grout CMU as directed by DDC	10	LF	20	200 <sup>00</sup>
079200	N5	Clean out joint and install backer rod and sealant	10	LF	20	200 <sup>00</sup>

**Total Amount of Unit Price Work**

\* Insert Total amount of Unit Price Work on line C of Bid Form

\$13,500<sup>00</sup>

Note: All quantities are approximate



PROJECT ID: LQQ122-DL

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

\$ 294,480<sup>00</sup> + \$ 196,320<sup>00</sup> Total Price for Item A \$ 490,800<sup>00</sup>

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

NORTH HILLS LIBRARY & DOUGLASSON LIBRARY

~~\$15,000.00~~ + 30,000<sup>00</sup> AS PER APPENDUM

C. ALLOWANCE for Unit Price Items (Page 13-0 of Bid Booklet)

\$13,500

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

\$ 534,300<sup>00</sup> 2/13/13

BIDDER'S SIGNATURE AND AFFIDAVIT

WARNING!! Failure to comply with items below will result in the rejection of your bid.

\* SUBCONTRACTORS: You MUST complete and submit the form entitled "Bidder's Identification of Subcontractors" (See 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". [X] Yes [ ] No

\* MWBE GOALS: You MUST complete and submit the Affirmations contained in the Subcontractor Utilization Plan (See Page 7), or a pre-approved waiver (See Page 9), at the time you submit your bid. You must submit the Affirmations (or a pre-approved waiver) in BID ENVELOPE #1.

Bidder: NSP ENTERPRISES INC

By: [Signature] (Signature of Partner or corporate officer)

Attest: [Signature] Secretary of Corporate Bidder (Corporate Seal)

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**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 YORK, COUNTY OF QUEENS ss:  
SCIRIOS PLAKONDAS being duly sworn says:  
I am the TREASURER of the above named corporation whose name is subscribed to and which executed  
the foregoing bid. I reside at 91 SCHOOL ROAD WEST, MARLBORO NJ 07746.  
I have knowledge of the several matters therein stated, and they are in all respects true.

  
\_\_\_\_\_  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this  
16th day of JANUARY, 2013

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

SUSAN RAM  
NOTARY PUBLIC, STATE OF NEW YORK  
No.01RA6220030  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES APRIL 5, 2014

### 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: NSP ENTERPRISES, INC  
Address: 247 52ND STREET  
City: BROOKLYN State: NEW YORK Zip Code: 11220

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

112698474

By: [Signature]  
Signature:

Title: TREASURER

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.



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

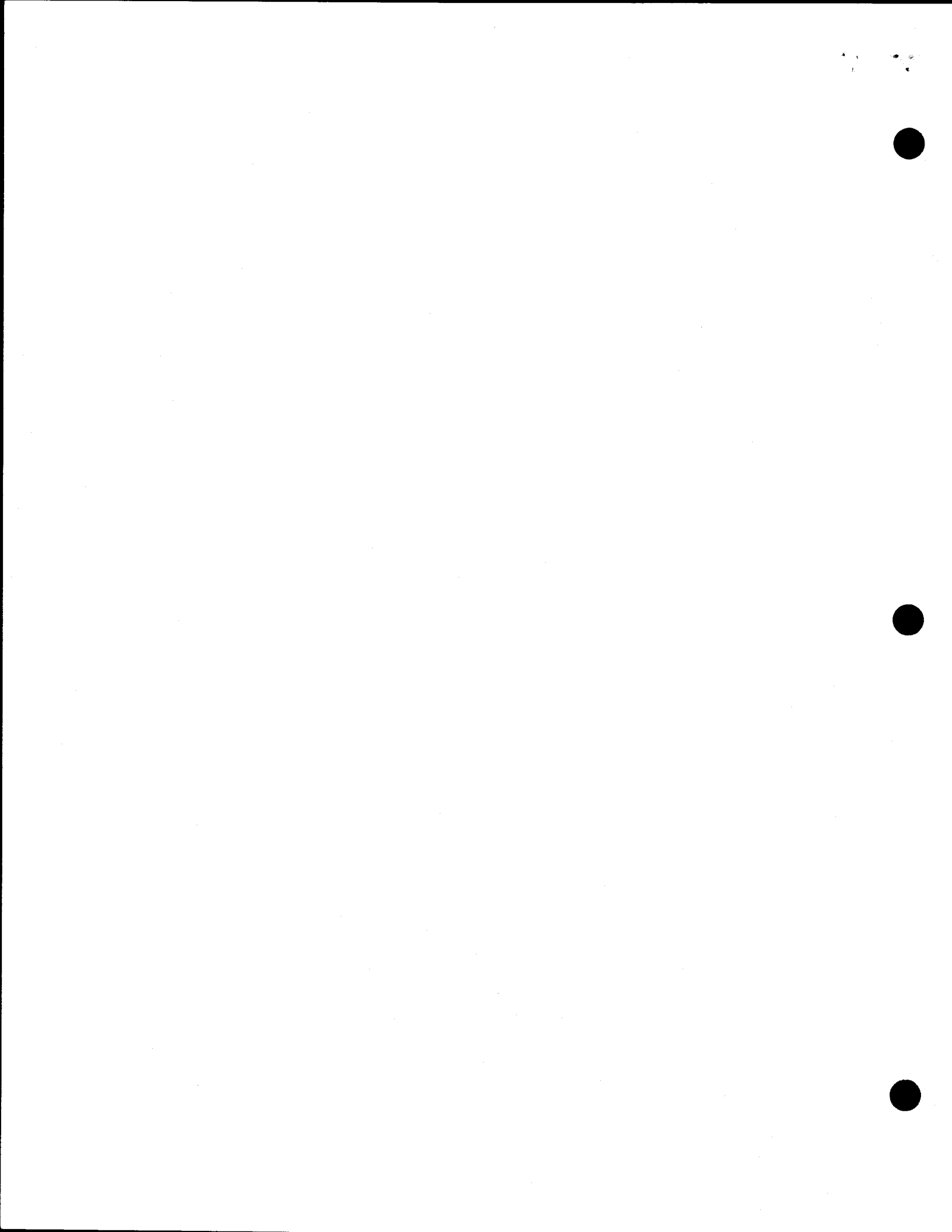
**CONTRACTOR'S BID BREAKDOWN FORM**

CONTRACT 1 - GENERAL CONSTRUCTION

Project: Douglaston-North Hills Libraries Roofing Projects  
 Location: Douglaston Library - 249-01 Northern Boulevard, Little Neck Queens 11363  
 Bidder: *NBP Enterprises Inc*

DDC ID#: LQQ122-DL  
 AGENCY: Queens Library

CSI	Description	Quantity	Unit	Material		Labor		Total Material + Labor
				Unit \$	Cost	Unit \$	Cost	
<b>CONTRACT 1 - GENERAL CONSTRUCTION</b>								
10000	<b>GENERAL CONSTRUCTION</b>							
	Mobilization	1	ls					41,000
	Sidewalk bridge	1	ls		8000		12619	20,619
	Scaffolding	1	ls		3000		4000	7,000
	Removal of existing materials at lintels between windows-clean repair and recaulk with silicone material	1	ls		3000		6200	9,200
	Remove clean and recaulk around existing windows	1	ls		1600		2400	4,000
	Removal of existing 4 ply asphalt roofing and insulation	5546	sf	1.262	7000	2.235	12400	19,400
	Repair existing roof deck (5% of total roof area)	277	sf	4.332	1200	7.220	2000	3,200
	Install new asphalt roof with 4" thick tapered insulation including cold fluid applied over insulation	5546	sf	2.495	45000	12.337	68224	113,424
	Remove and install new edge flashing on east wall	72	lf	13.898	1000	20.833	1500	2,500
	Remove existing gutter, leaders and install new gutters. Relocate leaders	59	ls	42.372	2500	72.88	4300	6,800
	Remove existing caulking at stone coping. Clean and recaulk stone coping.	1	ls		2200		3300	5,500
	Provide and install new splash blocks	2	ea	70.00	140	105.00	210	350
	Remove existing roof drains (2) and install new	1	ls		300		500	800
	Remove existing china clay coping and reset in lie - include caulking	116	lf	34.482	4000	58.724	6580	10,580
	<b>subtotal</b>							244,373
	<b>TOTAL CONTRACT 1 - GENERAL CONSTRUCTION</b>							244,373







NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN F

CONTRACT 1 - GENERAL CONSTRUCTION

Project: Douglaston-North Hills Libraries Roofing Projects  
 Location: North Hills Library - 57-04 Marathon Parkway, Little Neck Queens 11363  
 Bidder: *NSP Enterprises Inc.*

DDC ID#: LQQ122-DL  
 AGENCY: Queens Library

CSI	Description	Quantity	Unit	Material		Labor		Total Material + Labor
				Unit \$	Cost	Unit \$	Cost	
<b>CONTRACT 1 - GENERAL CONSTRUCTION</b>								
10000	<b>GENERAL CONSTRUCTION</b>							
	Mobilization	1	ls					48200.00
	Sidewalk bridge	50	lf	44.00	2200	66.00	3300	5500.00
	Scaffolding	2800	sf	2.05	5750	3.08	8625	14375.00
	Temporary protection	1	ls		920		1380	2300.00
	Removal of existing materials at flat roof	2640	sf	1.36	3600	2.08	5508	9108.00
	Remove existing flashing and install new 1 foot wide flashing around the base Cupola	48	lf	14.58	700	25.66	1232	1932.00
	Install new 1 foot wide fascia over existing wrapping around corner and overlapping the adjacent section	48	lf	16.66	800	29.33	1408	2208.00
	Cover all raised seams of dome with continuous 2'-6" wide strips and overlapping ends	1370	lf	9.34	12800	14.01	19200	32000.00
	Built-up south quadrant of gutter with tapered styrofoam to promot better drainage (18" wide x 2" high)	233	lf	6.86	1600	11.15	2600	4200.00
	Install new 24" wide coating to gutter and to adjacent sides up to dome side and top edge of fascia	233	lf	12.87	3000	23.60	5500	8500.00
	Install new roofing system on flat roof	2640	sf	4.54	12000	6.95	18360	30360.00
	Remove existing plywood backing	1	ls		800		1200	2000.00
	Remove and install new Aluminum coping (2'-2" wide)	80	lf	45.00	3600	69.00	5520	9200.00
	Install new rigid tapered insulation on flat roof	2640	sf	1.81	4800	2.78	7344	12144.00
	Install new rigid tapered insulation at 5 existing drains	20	sf	45.00	900	70.00	1400	2300.00
	Install liquid applied roofing, spray at dome and cupola roof	4500	sf	5.33	24000	8.46	38100	62100.00
	<b>subtotal</b>							246427.00
	<b>TOTAL CONTRACT 1 - GENERAL CONSTRUCTION</b>							246427.00

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Tax ID #: 11-2698476

PIN#: 8502013LQ0001C



Contract # 1 - General Construction Work

The City of New York

**SCHEDULE B - Subcontractor Utilization Plan -Part I: Agency's Target**

This page to be completed by contracting agency

**Contract Overview**

Pin # 8502013LQ0001C FMS Project ID#: LQQ122-DL

Project Title Douglaston and North Hills Libraries Roofing Projects

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 Negron Title MWBE Liaison & Compliance Analyst

Telephone # (718) 391-1502 Email negronn@ddc.nyc.gov

**Project Description (attach additional pages if necessary)**

This Project consists of the removal and reroofing of two Queens Branch Library projects.

(1)  **Target Subcontracting Percentage**  
 Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services. 2 %

**Subcontractor Participation Goals**  
Complete and enter total for each Construction or Professional Services, or both (if applicable)

Group	Construction	Professional Services
Black American	Unspecified %	%
Hispanic American	Unspecified %	%
Asian American	Unspecified %	No Goal
Caucasian Female	No Goal	%
<b>Total Participation Goals</b>	<b>(2) 100 %</b>	<b>(3) %</b>

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



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ID #: 112698476

PIN#: 8502013LQ0001C

**SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan**

Pages 1 and the next (Part II herein) are to be completed by the bidder/proposer. **AFFIRMATIONS; Bidder/proposer must check applicable boxes below, affirming compliance with M/WBE requirements.**

1. Bidder/Proposer  AFFIRMS or  DOES NOT AFFIRM [statement below]  
 a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.
2. Bidder/Proposer  AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part 1); or  
 AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or  
 DOES NOT AFFIRM

**Section I: Prime Contractor Contact Information**

ID # 112698476 FMS Vendor ID # \_\_\_\_\_  
 Business Name NSP ENTERPRISES, INC. Contact Person STEVE PLAKOUDAS  
 Address 247 52ND STREET, BROOKLYN NY 11220  
 Telephone # (118) 492-7990 Email INFO@NSPENTERPRISES.COM

**Section II: General Contract Information**

1. Define the industry in which work is to be performed.
- Construction includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.
  - Professional Services are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.
- a. Type of work on Prime Contract (Check one):  
 Construction  Professional Services
- b. Type of work on Subcontract (Check all that apply):  
 Construction  Professional Services  Other
2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? \_\_\_\_\_ 2 %
3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?  Yes  No

**Section III: Subcontractor Utilization Summary**

**IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 9).**

Step 1:	Subcontracts under \$1M (4) (construction/professional services)	Total Bid/Proposal Value	Calculated Target Subcontracting Percentage
Calculate the percentage (of total bid) that will go towards subcontracts under \$1M for construction and/or professional services	\$ <u>10,686</u>	÷ \$ <u>534,300<sup>00</sup></u>	x 100 = <u>2</u> %

- Subcontracts under \$1M (construction/professional services): Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.
- Total Bid/Proposal Value: Provide the dollar amount of the bid/proposal.
- Calculated Target Subcontracting Percentage: The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1).

**NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by agency on Page 6, Line (1).**





x ID #: 112698476

PIN#: 850201320001C

**SCHEDULE B - cont.**

the value of subcontractor participation goals

**Subcontracts under \$1M**  
(construction/professional services)

Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services

\$ 10,686<sup>00</sup>

\* From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services,

**Construction**

**Professional Services**

\* If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts.

\* Amounts listed on these lines should add up to the value from line a.

**Subcontracts under \$1M by Industry** \$ 10,686<sup>00</sup>

\$ 0

\* For Construction enter percentage from line (2) from Page 6.

\* For Professional Services enter percentage from line (3) from Page 6.

\* **Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**

**Total Participation Goals** x 100 %

x 0 %

**Value of Total Participation Goals**

10,686

0

**Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated by type of work, not by name of subcontractor.  
Asbestos 10,686

**Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated by type of work, not by name of subcontractor.  
0

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

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, 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 subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or if the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.

Signature [Signature]  
Print Name Steve Blakodas

Date 2/8/13  
Title Treasurer



**BID BOND 1  
FORM OF BID BOND**

**KNOW ALL MEN BY THESE PRESENTS.** That we, \_\_\_\_\_

N.S.P. Enterprises, Inc.

247 52nd Street                      Brooklyn                      NY                      11220

hereinafter referred to as the "Principal", and \_\_\_\_\_

Berkley Regional Insurance Company

60 East 42nd St., Suite 1800                      New York                      NY                      10165

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

Ten Percent of Amount Bid

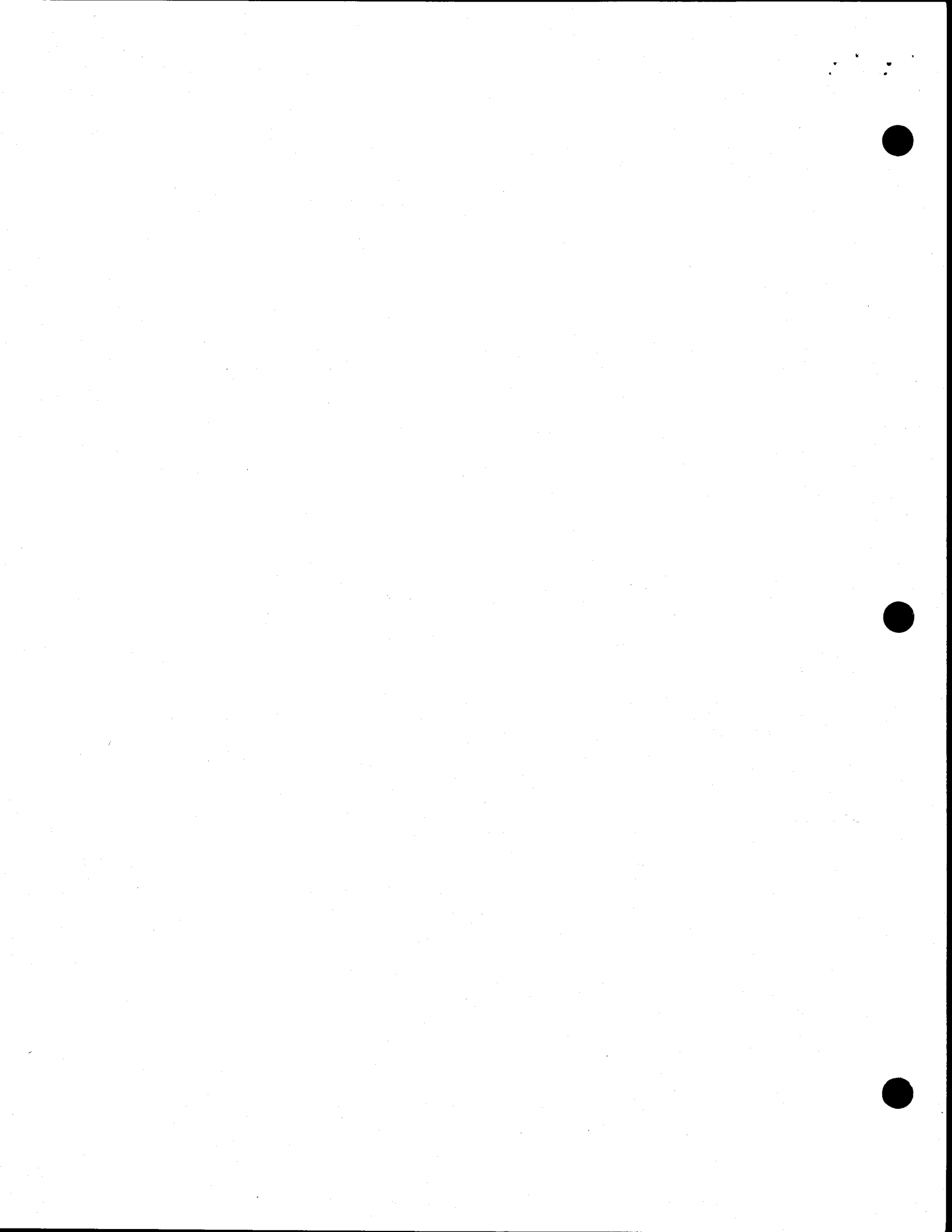
(\$10% \_\_\_\_\_), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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 \_\_\_\_\_

Roofing Projects @ Douglaston & North Hills Libraries. Project #: LQQ122-DL. Queens, NY

**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 the 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 2nd day of January, 2013.

(Seal)

N.S.P. Enterprises, Inc. \_\_\_\_\_ (L.S.)

Principal

By: \_\_\_\_\_

(Seal)

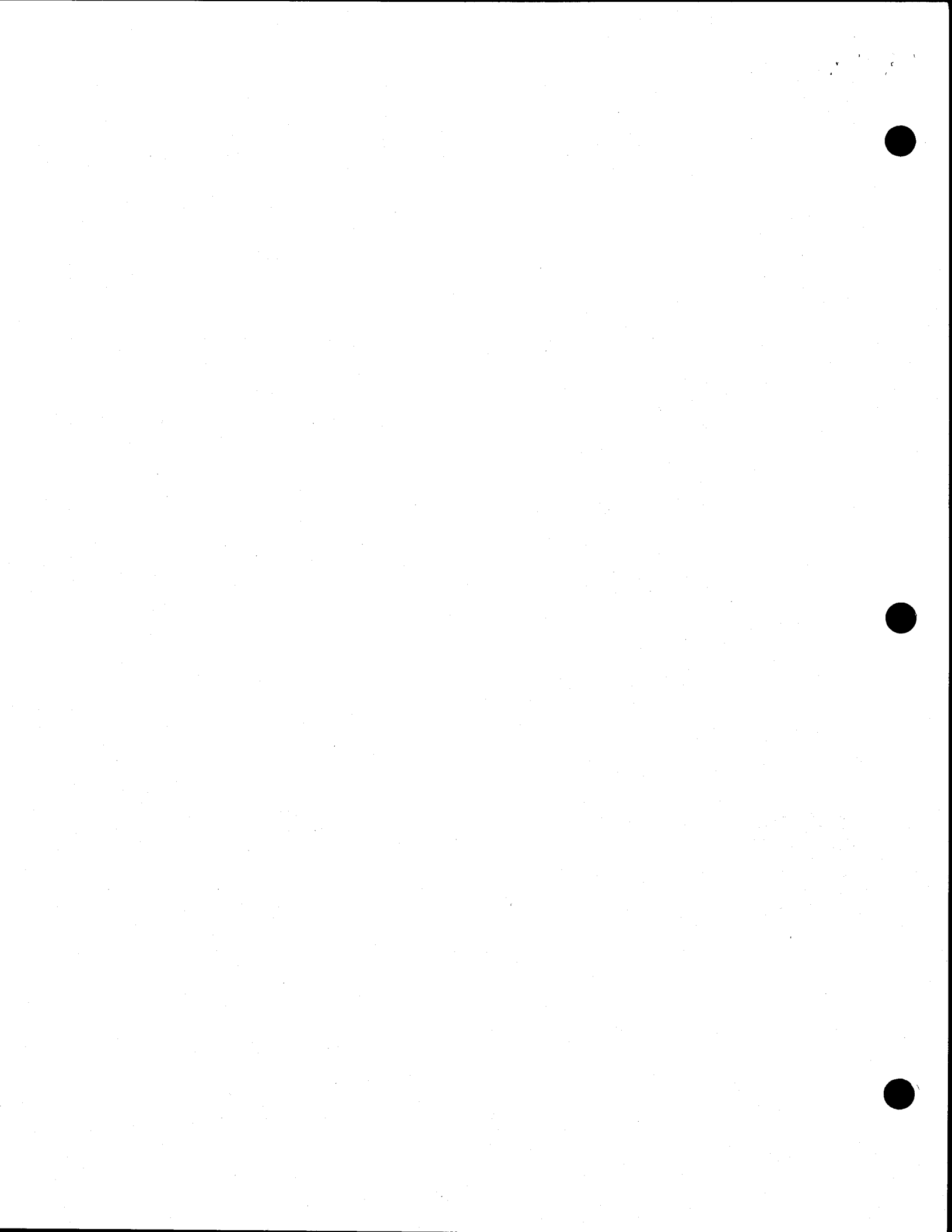
Berkley Regional Insurance Company \_\_\_\_\_

Surety

By: \_\_\_\_\_

Deborah L. Severin

Attorney-in-Fact



BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

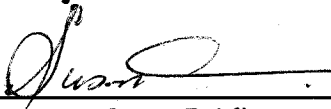
State of New York County of QUEENS ss.

On this 16TH day of JANUARY, 2013, before me personally came

SOTIRIOS PLAKOWAS to me known, who, being by me duly sworn, did depose and say that he resides at 91 SCHOOL RD WEST MARLBORO NJ 07746

that he is the TREASURER of N.S.P. Enterprises, Inc. 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.

SUSAN RAM  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01RA6220030  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES APRIL 5, 2014

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

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

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

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES





## ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }  
COUNTY OF NASSAU } <sup>ss:</sup>

On January 2, 2013 before me personally came Deborah L. Severin to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of Berkley Regional Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



---

**Notary Public**  
Peter Henry  
Notary Public State of NY  
No. 01HE4784829  
Qualified in Nassau County  
Commission Expires January 31, 2014



POWER OF ATTORNEY  
BERKLEY REGIONAL INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Peter T. Henry, Rosanne Callahan, Robert Finnell, Janice R. Fiscina, Jennifer L. Johnston-Ogeka, Deborah L. Severin or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"**RESOLVED**, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16 day of November, 2012.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 16 day of November, 2012, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

**EILEEN KILLEEN**  
NOTARY PUBLIC, STATE OF CONNECTICUT  
MY COMMISSION EXPIRES JUNE 30, 2017

Eileen Killeen  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 2 day of January, 2013.

(Seal)

Andrew M. Tuma

WARNING -- Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprinting and confirmation (on reverse) must be in blue ink.

## **Instructions for Inquiries and Notices Under the Bond Attached to This Power**

**Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.**

**To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)**

---

**Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:**

**Berkley Surety Group, LLC  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

**Or**

**email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)**

**Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.**

# BERKLEY REGIONAL INSURANCE COMPANY

## STATUTORY BALANCE SHEET DECEMBER 31, 2011 (AMOUNTS IN THOUSANDS)

### Admitted Assets

Bonds	\$	1,342,972
Common & Preferred Stocks		500,327
Cash & Short Term Investments		104,345
Premiums Receivable		272,140
Other Assets		<u>463,270</u>
<u>Total Admitted Assets</u>	\$	<u>2,683,054</u>

### Liabilities & Surplus

Loss & LAE Reserves	\$	1,421,671
Unearned Premium Reserves		515,193
Other Liabilities		<u>46,362</u>
<u>Total Liabilities</u>	\$	<u>1,983,226</u>

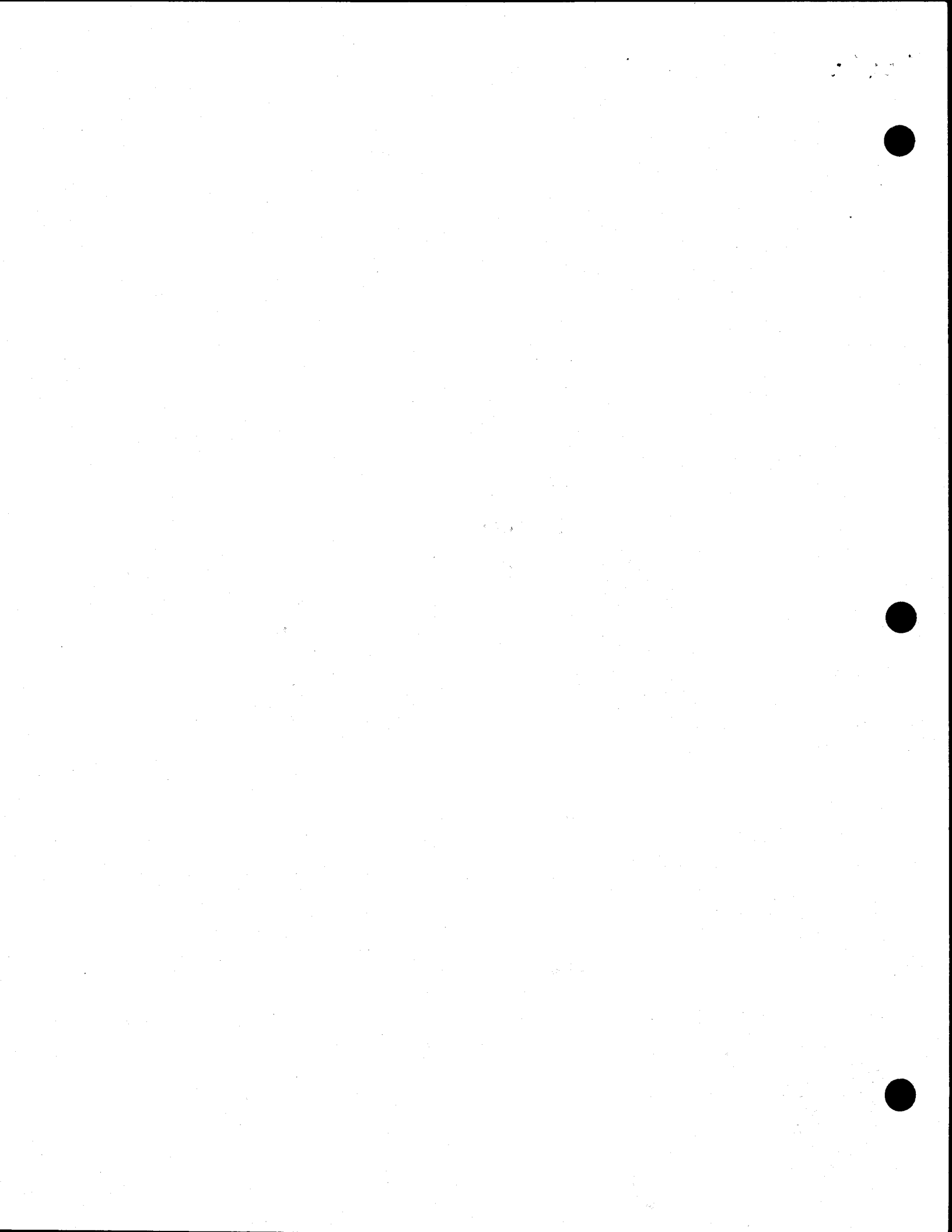
Capital Stock	\$	4,000
Additional Paid In Capital		347,723
Unassigned Surplus		<u>348,104</u>
<u>Total Policyholders' Surplus</u>	\$	<u>699,827</u>
<u>Total Liabilities &amp; Surplus</u>	\$	<u>2,683,054</u>

### Officers:

President: William Robert Berkley, Jr.  
Secretary: Ira Seth Lederman  
Treasurer: Ann Marie Collins  
Sr. Vice President & CFO: Eugene George Ballard  
Sr. Vice President: Robert Paul Cole  
Vice President: Clement Patrick Patafio

### Directors:

Eugene George Ballard  
William Robert Berkley  
William Robert Berkley, Jr.  
Robert Paul Cole  
Paul James Hancock  
Robert Carruthers Hewitt  
Ira Seth Lederman  
Clement Patrick Patafio  
James Gerald Shiel



## Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

To verify the authenticity of this bond please call:  
(973) 775-5021 or Telefax (973) 775-5024

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC**  
412 Mt. Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

Or

Telefax: (866) 408-2421

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



BERKLEY SURETY GROUP





**BIDDER'S IDENTIFICATION OF SUBCONTRACTORS**

**Project ID: LQQ122-DL**

**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:**

N/A  
\_\_\_\_\_  
(Print Name)

Agreed Amount To Be Paid To Subcontractor: \$ \_\_\_\_\_

**2. HVAC CONTRACTOR:**

N/A  
\_\_\_\_\_  
(Print Name)

Agreed Amount To Be Paid To Subcontractor: \$ \_\_\_\_\_

**3. ELECTRICAL CONTRACTOR:**

N/A  
\_\_\_\_\_  
(Print Name)

Agreed Amount To Be Paid To Subcontractor: \$ \_\_\_\_\_

**BIDDER'S SIGNATURE:** The Bidder must sign this form in the space provided below:

Name of Bidder: NSP Enterprises, Inc

By: [Signature]  
Signature of Partner or Corporate Officer

Print Name: Sorous Plakotas

Title: Treasurer

# **BIDDER'S IDENTIFICATION OF SUBCONTRACTORS**

## **NOTICE TO BIDDERS**

**SUBMISSION:** The Bidder must, at the time of the bid, submit the 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.

The list of subcontractors is to be submitted in a separate sealed envelope by completing the form on the next page entitled "Bidder's Identification of Subcontractors". This form provides for the identification of 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 so indicate on the form.

**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 the Subcontractor Utilization Plan, the bid will be non-responsive unless the bidder requests and obtains a Waiver of Target Subcontracting Percentage (Subcontractor Utilization Plan, Part III) in advance of bid submission.

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.

## 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: NSP ENTERPRISES, INC

DDC Project Number: LOQ122-DL

Company Size:       X   Ten (10) employees or less  
                               \_\_\_\_\_ Greater than ten (10) employees

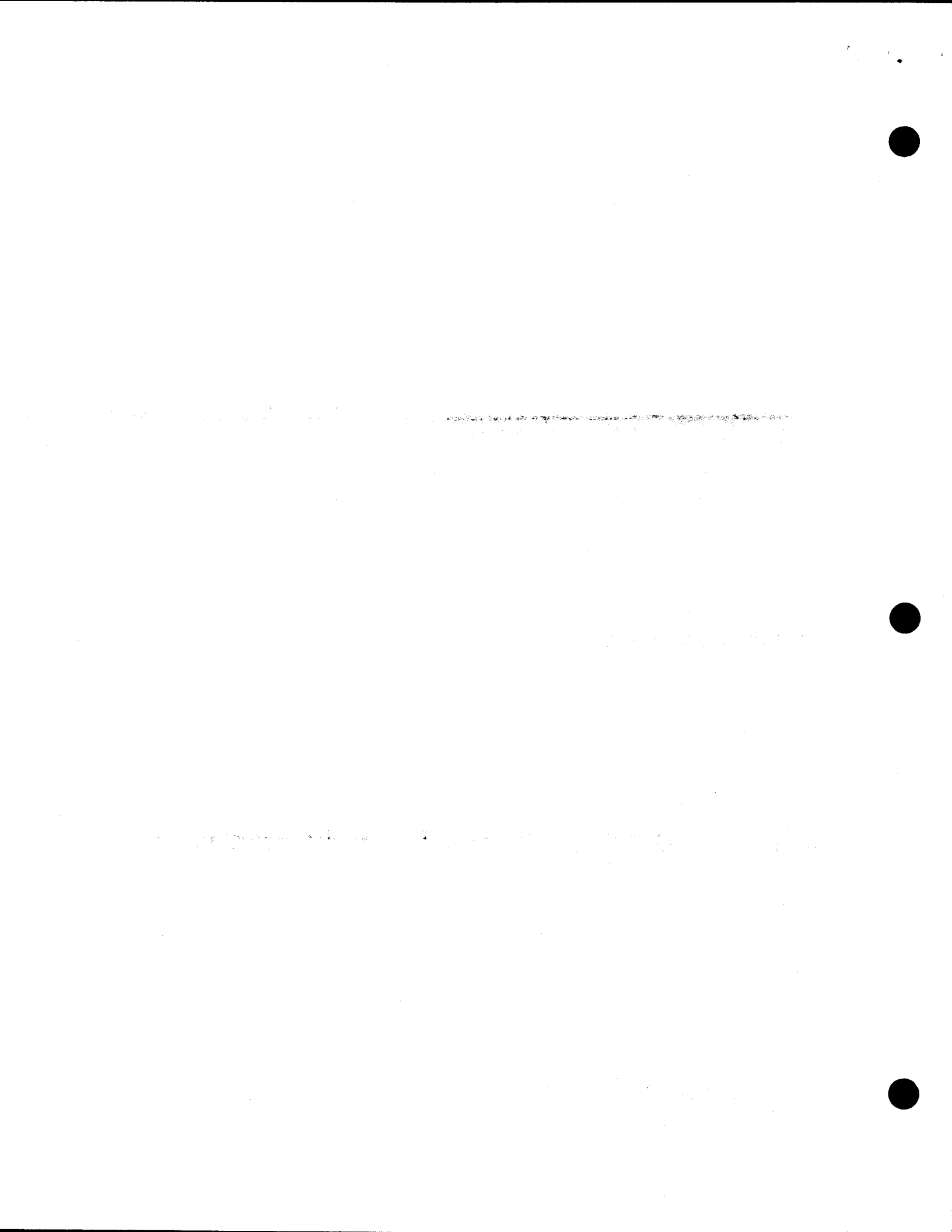
  X   Company has previously worked for DDC

### 2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	x	
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	x	
Electrical Work		
Masonry, Stonework and Plastering	x	x
Carpentry and Floor Work	x	
Roofing, Siding, and Sheet Metal	x	x
Concrete Work	x	
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	<u>INTRASTATE RATE</u>	<u>INTERSTATE RATE</u>
2012	0.89	
2011	0.87	
2010	0.87	

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:**

- NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.
- NO Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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.

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



YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2012	5,000	0
2011	9,000	0
2010	8,000	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 Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): 20050037266

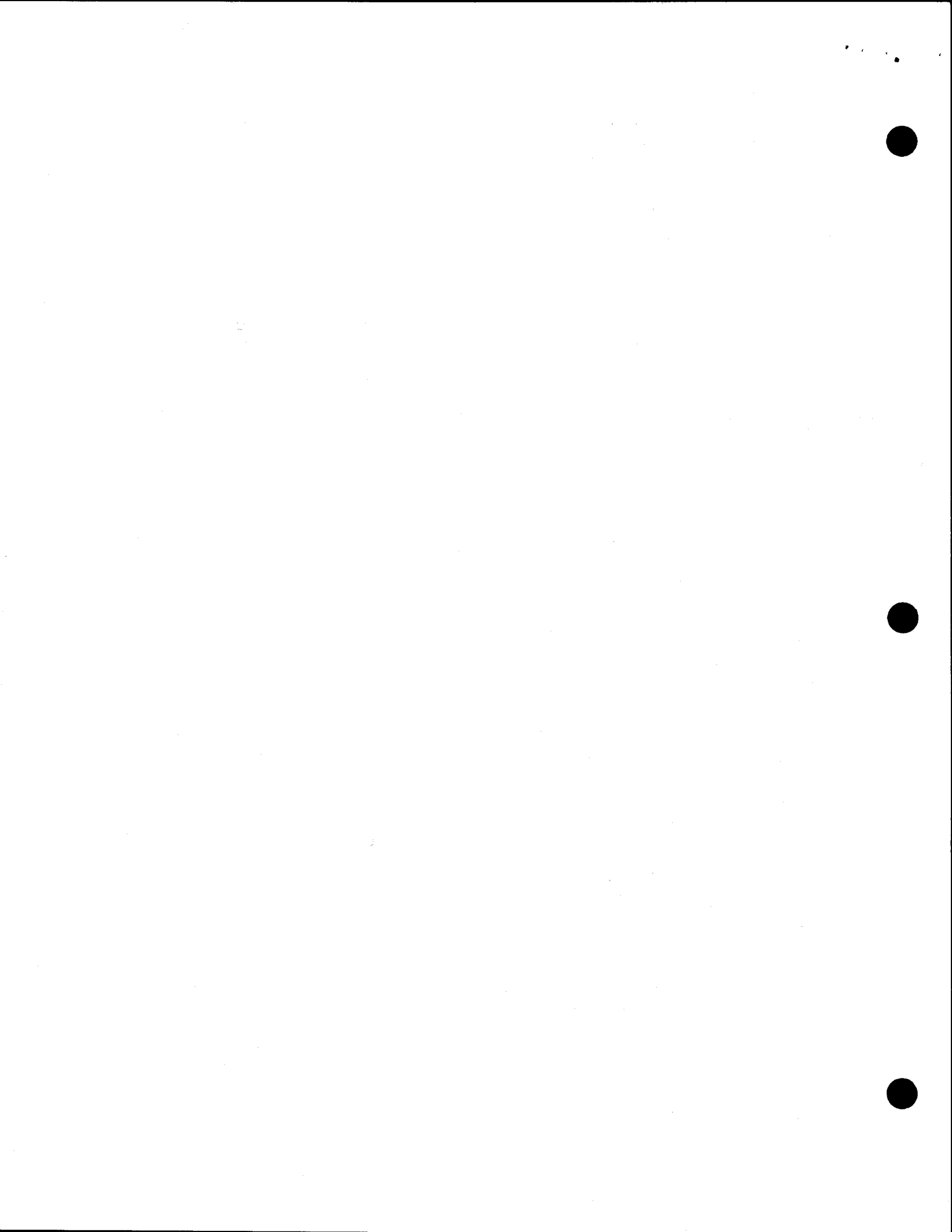
NO Accident on previous DDC Project(s).

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].

Date: 4-4-13

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

Title: TREASURER









# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(4) Poisoning
0	0	0
(2) Skin Disorder	(5) Hearing Loss	
0	0	
(3) Respiratory Condition	(6) All Other Illnesses	
0	0	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2012

U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

### Establishment information

Your establishment name NSP ENTERPRISES, INC  
 Street 247 52ND STREET  
 City BROOKLYN State NEW YORK Zip 11220

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information

Annual average number of employees 10  
 Total hours worked by all employees last year 5000

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

  
 \_\_\_\_\_  
 Company executive

TREASURER

Title

2/21/13

Date

718-492-7990

Phone



# Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____
Title _____
Phone _____ Date _____

### Information about the employee

- 1) Full Name \_\_\_\_\_
- 2) Street \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5)  Male  Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_

- 7) If treatment was given away from the worksite, where was it given?  
 Facility \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

- 8) Was employee treated in an emergency room?  
 Yes  No
- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  No

### Information about the case

- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness \_\_\_\_\_
- 12) Time employee began work \_\_\_\_\_ AM/PM
- 13) Time of event \_\_\_\_\_ AM/PM  Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

- 16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
- 17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
- 18) If the employee died, when did death occur? Date of death \_\_\_\_\_

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2010

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

NSP ENTERPRISES, INC

Establishment name

City BROOKLYN State NEW YORK

Classify the case

Identify the person

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:											
						(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Remained at work	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses						
						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3844, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.





# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	0	(G)	Total number of cases with days away from work	0	(H)	Total number of cases with job transfer or restriction	0	(I)	Total number of other recordable cases	0	(J)
------------------------	---	-----	--	---	-----	--	---	-----	--	---	-----

### Number of Days

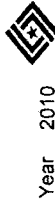
Total number of days away from work	0	(K)	Total number of days of job transfer or restriction	0	(L)
-------------------------------------	---	-----	---	---	-----

### Injury and Illness Types

Total number of...	(M)	(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0		
(3) Respiratory Condition	0	(6) All Other illnesses	0		

### Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2010

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

### Establishment information

Your establishment name NSP ENTERPRISES, INC  
 Street 247 52ND STREET City BROOKLYN State NEW YORK Zip 11220  
 Industry description (e.g., Manufacture of motor truck trailers)  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information

Annual average number of employees 10  
 Total hours worked by all employees last year 8,000

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company representative

Treasurer  
 Title 3/28/13  
 Date

718-492-7990  
 Phone



# Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____
Title _____
Phone _____ Date _____

### Information about the employee

- 1) Full Name \_\_\_\_\_
- 2) Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5)  Male  Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_  
\_\_\_\_\_

- 7) If treatment was given away from the worksite, where was it given?  
Facility \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

- 8) Was employee treated in an emergency room?  
 Yes  No

- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  No

### Information about the case

- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness \_\_\_\_\_
- 12) Time employee began work \_\_\_\_\_ AM/PM
- 13) Time of event \_\_\_\_\_ AM/PM  Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

- 16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

- 17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

- 18) If the employee died, when did death occur? Date of death \_\_\_\_\_



OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2011

**U.S. Department of Labor**  
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work, activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name

NSP ENTERPRISES, INC.

City BROOKLYN

State

NEW YORK

**Identify the person**

**Describe the case**

**Classify the case**

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:					Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:													
						Death (G)	Days away from work (H)	Remained at work		Job transfer or restriction (I)	Other recordable cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)							
								Job transfer or restriction (I)	Other recordable cases (J)																	
								0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Page totals</b>																										

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

### Number of Days

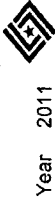
Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(4) Poisoning
0	0	0
(2) Skin Disorder	(5) Hearing Loss	
0	0	
(3) Respiratory Condition	(6) All Other Illnesses	
0	0	

### Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2011

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

### Establishment information

Your establishment name NSP ENTERPRISES, INC  
 Street 247 52ND STREET  
 City BROOKLYN State NEW YORK Zip 11220  
 Industry description (e.g., Manufacture of motor truck trailers)  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information

Annual average number of employees 10  
 Total hours worked by all employees last year 9,000

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

  
 Company executive

TREASURER  
 Title 5/20/13  
 Date

718-492-7990  
 Phone





# Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____
Title _____
Phone _____ Date _____

### Information about the employee

- 1) Full Name \_\_\_\_\_
- 2) Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5)  Male  Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_

- 7) If treatment was given away from the worksite, where was it given?  
Facility \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

- 8) Was employee treated in an emergency room?  
 Yes  No

- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  No

### Information about the case

- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness \_\_\_\_\_
- 12) Time employee began work \_\_\_\_\_ AM/PM
- 13) Time of event \_\_\_\_\_ AM/PM  Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

- 16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

- 17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

- 18) If the employee died, when did death occur? Date of death \_\_\_\_\_



**A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER**

List all contracts substantially completed within the last 4 years similar to the contract being awarded, 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
SEE ATTACHED					



**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
SEE ATTACHED							



**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
SEE ATTACHED					





PHONE (718) 492-7990

FAX (718) 921-0935



## **N.S.P. ENTERPRISES, INC.**

**247 - 52<sup>ND</sup> STREET**

**Brooklyn, NY 11220**

Please find below a list of references for various completed contracts:

- A. Department of Design and Construction, Louis Armstrong House Museum, Interior and exterior renovation of landmark building. Contact: Gus Kritharis (718) 391-1002, DDC. \$1,138,150.00. Start 5/02. Completed 7/03.
- B. Department of Design and Construction, Various Libraries, Queens, Bronx \$2,000,000.00 Roof Replacement and Asbestos Abatement. Requirements Contract. Contact: Mike Minuto (718) 391-1358, DDC. Start 10/02. Completed 10/04.
- C. Department of Design and Construction, The Library for the Performing Arts at Lincoln Center, \$1,700,000.00 Roof Replacement, railing and steel installation and asbestos abatement. Contact: Mike Minuto (718) 391-1358, DDC. Start 06/04. Completed 12/05.
- D. Department of Citywide Administrative Services, Roof Replacement and Related Repair Work. Requirements Contract, Bronx, Queens \$2,500,000.00. Contact: Mario Ciarletta (212) 669-7168, DCAS. Start date: 7/03. Completed 7/05.
- E. Department of Citywide Administrative Services, Roof Replacement and Related Repair Work. Requirements Contract, Brooklyn, Staten Island \$2,500,000.00. Contact: Mario Ciarletta (212) 669-7168, DCAS. Start date: 8/03. Completed 8/05.
- F. Department of Citywide Administrative Services, Staten Island Borough Hall, Exterior Restoration and Roof Replacement. \$4,125,000.00. Contact: Bruno Romeo (917) 337-6278, DCAS. Start date: 7/02. Completed 2/07.
- G. Department of Design and Construction, 104<sup>th</sup> Police Precinct, Queens. PO79-PRR2 \$930,000.00. Roof and Exterior Renovation. Contact: Kevin Arscott (718) 391-1513. Start 8/05. Completed 6/06.
- H. Department of Design and Construction, Various Libraries, Brooklyn. \$3,000,000.00. Roof Replacement and Related Work. Requirements Contract. Contact: Sergio Silveira (718) 391-1041. Start 12/04. Completed 12/06.
- I. Department of Design and Construction, Various Libraries, Queens. \$3,000,000.00 Roof Replacement and Asbestos Abatement. Requirements Contract. Contact: Lap Chu (718) 391-1022. Start 12/04. Completed 12/06.
- J. New York City Housing Authority, New Maintenance Garage at Queensbridge South Houses, \$1,458,050. Contact: Hitander Patel, NYCHA (212) 306-4203. Start 9/02 Completed 12/07.
- K. New York Police Department, Roof Replacement and Masonry work at 67<sup>th</sup>, 68<sup>th</sup>, 101<sup>st</sup>, 113<sup>th</sup>, and 115<sup>th</sup> Police Precinct. Contract: \$1,775,275.00. Contact: PO Kris DiDonna (347) 386-9248. Start 9/06. Completed 12/07.

**"AN EQUAL OPPORTUNITY EMPLOYER"**



- L. Department of Design and Construction, Various Libraries, Brooklyn. #20080005683. \$3,000,000.00. Requirements Contract - Roof Replacement and Related Work. Contact: Mike Giltenane (718) 391-1349. Start 12/06. Completed 12/14/08.
- M. Department of Design and Construction, Various Libraries, Queens. #20080004543. \$3,000,000.00. Requirements Contract - Roof Replacement and Related Work. Contact: Patrick Moakley (718) 391-1389. Start 12/06. Completed 12/14/08.
- N. Brooklyn Navy Yard Development Corporation, Roof Rehabilitation, Window Replacement & Exterior Wall Restoration at Building 121. Contract Amount: \$856,000. Contact: Dilip Khale (631)753-3200. Start 12/08. Completed 12/09.
- O. Department of Design and Construction, Various Libraries, Brooklyn. \$3,883,000.00. Requirements Contract - Roof Replacement and Related Work. Contact: Mohammad Azam (718) 391-1193. Start 12/06. Completed 12/14/08.
- P. New York Police Department, Structural Repairs of existing floor slabs with minor masonry wall and sidewalk repairs at Fleet Services Shop #1. Contract: \$1,416,460.00. Contact: Okeu Oreadu (718) 476-7519. Start 9/09. Expected Completion 03/11.
- Q. New York City Housing Authority, Roof replacement and Asbestos Abatement at Frederick Samuels Houses, \$1,244, 000. Contact: Dwight Providence, NYCHA (212) 306-2983. Start 9/09. Completed 04/11.
- R. New York City Housing Authority, Roof replacement and Asbestos Abatement at Rangel Houses Supermarket, Building #1. \$660,000. Contact: Tina Karmanskaya, NYCHA (212) 306-4185. Start 9/09. Completed 02/11.





# Division of Labor Services

## 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. Would your company 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
3. Please indicate if you would like assistance from SBS in identify certified M/WBEs for contracting opportunities: Yes  No
4. Is this project subject to a Project labor Agreement? Yes  No

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. 11 2698476  
Employer Identification Number or Federal Tax I.D.
6. NSP ENTERPRISES, INC  
Company Name
7. 247 52ND STREET BROOKLYN NY 11270  
Street Address City State Zip Code
8. NICK PLAKOURAS (718) 492-7990 (718) 921-0935  
(Chief Operating Officer) First Name Last Name Telephone Number Fax Number
9. SAME (718) 492-7990  
Designated Equal Opportunity Compliance Officer (if same as Item #8, write "Same") Telephone Number
10. SAME  
Name of Prime Contractor and Contact Person (if same as item #6, write "Same")
11. Number of employees in your company: \_\_\_\_\_
12. Contract information:
- (a) DDC (b) \$ 534,300<sup>00</sup>  
Contracting Agency (City Agency) Contract Amount
- (c) LQQ 122-DL (d) LQQ 122-DL  
Procurement Identification Number (PIN) Contract Registration Number (CT#)
- (e) TBD (f) 120 eed  
Project Commence Date Projected Completion Date

FOR OFFICIAL USE ONLY: File No. \_\_\_\_\_

Revised 1/09

(g) Description and location of proposed contract:

REMOVAL AND RE-ROOFING OF DOUGLSTON AND  
NORTH HILLS LIBRARIES ROOFING  
249-01 NORTHER BOULEVARD & 57-04 MARATHON PARKWAY  
QUEENS NY

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

If Yes, attach a copy of the certificate.

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

If Yes, attach a copy of the 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**

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

If Yes,

Date submitted: \_\_\_\_\_ Agency to which submitted: \_\_\_\_\_

Name of Agency Person: First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Contract No. : \_\_\_\_\_ Telephone: \_\_\_\_\_

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

If Yes,

(a) Name and address of OFCCP office: \_\_\_\_\_

(b) Was a Certificate of Equal Employment Compliance issued within the past 24 months? Yes  No

If Yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes  No

If Yes, attach a copy of such findings.

17. 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

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

FOR OFFICIAL USE ONLY: File No. \_\_\_\_\_

vised 11/89

**PART II: DOCUMENTS REQUIRED**

18. 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.

- (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- (b) Disability, life, other insurance coverage/description
- (c) Employee Policy/Handbook *YES*
- (d) Personnel Policy/Manual *NOT AT THIS TIME*
- (e) Supervisor's Policy/Manual *NOT AT THIS TIME*
- (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered.
- (g) Collective bargaining agreement(s)
- (h) Employment Application(s) *N/A*
- (i) Employee evaluation policy/form(s)
- (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy? *NOT AT THIS TIME*

19. 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?  
*YES, WE REQUIRE EVERYBODY AS NEEDED THAT RETURNS AFTER LEAVE FOR THE ABOVE REASON.*

- |  |   |                             |
|--|---|-----------------------------|
| (a) Prior to job offer                     | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |
| (b) After a conditional job offer          | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |
| (c) After a job offer                      | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |
| (d) Within the first three days on the job | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (e) To some applicants                     | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |
| (f) To all applicants                      | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |
| (g) To some employees                      | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |
| (h) To all employees                       | Yes <input type="checkbox"/>            | No <input type="checkbox"/> |

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

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21. 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:

FOR OFFICIAL USE ONLY: File No. \_\_\_\_\_

- (a) Prior to the 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.

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

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

SEE ATTACHED

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

- Minorities and Women
  - Individuals with handicaps
  - \_\_\_\_\_ Other. Please specify \_\_\_\_\_
- 

24. 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.

25. Has any employee, within the past three years, filed a complaint pursuant to an intern 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.

26. Has you 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.

27. Are there any jobs for which there are physical qualification?    Yes \_\_\_\_\_ No  \_\_\_\_\_

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

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28. 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).

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**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 \$1,000,000 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
TBD		Asbestos		TBD

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

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

**FORM B: PROJECTED WORKFORCE  
TRADE CLASSIFICATION CODES**

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

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

Trade:	Males						Females					
	(1) White		(2) Black		(3) (4)		(5) (6)		(7) (8)		(9) (10)	
	Non Hisp.	Hisp.	Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	
Total (Col. #1-10):	4					2						
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10)	2					2						
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)?

*COMMUNITY OUTREACH*

**FORM B: PROJECTED WORKFORCE  
TRADE CLASSIFICATION CODES**

(J) Journey level Workers  
(H) Helper  
(TOT) Total by Column

(A) Apprentice  
(TRN) Trainee

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: _____	<u>Males</u>					<u>Females</u>				
	(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.
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 CLASSIFICATION CODES**

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

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

Trade:	Males						Females														
	(1) White Non Hisp.		(2) Black Non Hisp.		(3) Hisp.		(4) Asian Amer.		(5) Native Amer.		(6) White Non Hisp.		(7) Black Non Hisp.		(8) Hisp.		(9) Asian Amer.		(10) Native Amer.		
<b>Total (Col. #1-10):</b>	4						0		2												
<b>Total Minority, Male &amp; Female</b> (Col. #2, 3, 4, 5, 7, 8, 9 & 10)	2								2												
<b>Total Female</b> (Col. #6 - 10):	6								4												

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

FOR OFFICIAL USE ONLY: File No. \_\_\_\_\_  
Revised 11/09

**FORM C: CURRENT WORKFORCE  
TRADE CLASSIFICATION CODES**

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

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

Trade: _____	Males						Females				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	
Total (Col. #1-10):	J										
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10)	H										
Total Female (Col. #6 - 10):	A										
Total Female	TRN										
(Col. #6 - 10):	TOT										

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

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# Division of Labor Services

Date 2/8/13

File Number \_\_\_\_\_

## LESS THAN \$750,000 SUBCONTRACT CERTIFICATE

Are you currently certified as one of the following? Please check yes or no:

M/WBE	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	MBE	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
WBE	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	LBE	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

If you are certified as an M/WBE, MBE, WBE, or LBE, what city/state agency are you certified with? \_\_\_\_\_

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

TBD  
 \_\_\_\_\_  
 Company Name      Employer Identification Number or Federal Tax I.D.  
 \_\_\_\_\_  
 Company Address and Zip Code  
 \_\_\_\_\_  
 Contact Person (First Name, Last Name)      Telephone Number  
 \_\_\_\_\_  
 Fax Number      E-mail Address  
DDC  
 Contracting Agency

Description and location of proposed subcontract:  
Asbestos work @ Douglaston + North Hills Libraries

<u>QUEENS</u> Borough	<u>LQA122-DC</u> Project Number	<u>      </u> Pin Number	<u>TBD</u> Contract Amount
--------------------------	------------------------------------	-----------------------------	-------------------------------

I, (print name of authorized official signing) Sotomayor Burckhardt hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than \$750,000.

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.

[Signature]      2/  
Signature of authorized official      Date

SIGNATURE PAGE

(print name of authorized official signing) Sotirios Plakoudas 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 requirement for the contractors and subcontractors working on this construction project. 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.

NSP ENTERPRISES INC.  
Contractor's Name

STEVE PLAKOUDAS TREASURER  
Name of person who prepared this Employment Report Title

SOTIRIOS PLAKOUDAS TREASURER  
Name of official authorized to sign on behalf of the contractor Title

(718) 492-7990  
Telephone Number

[Signature] 2/8/13  
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 Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, information provided by a contractor to DLS shall be confidential.

Please attach your M/WBE Compliance Report.

Only original signatures accepted.

Appear before me this 31 day of JAN 20 13

SUSAN RAM  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01RA6220030  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES APRIL 5, 2014

[Signature] [Signature]  
Notary Public Authorized Signature

FOR OFFICIAL USE ONLY: File No. \_\_\_\_\_



OFFICE OF THE MAYOR  
BUREAU OF LABOR SERVICES  
CONTRACT CERTIFICATE

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

Contractor: NSP Enterprises, Inc

Address: 247 52nd Street

Brooklyn NY 11220

Telephone Number: 718 492 7990

Name and Title of Signatory: Sotirios PAKO-DAS - Treasurer

Contracting Agency or Owner: DDC

Project Number: LQQ122-DL

Proposed Contract Amount: \$534,300

Description and Address of Proposed Contract: Roof Replacement - Douglaston & North Hills LIBRANES

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):

NONE

I, (fill in name of person signing) Sotirios PAKO-DAS, 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.

2/8/13  
Date

[Signature]  
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.**

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## 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: NSP ENTERPRISES, INC.  
Bidder's Address: 247 52ND STREET, BROOKLYN NY 11220  
Bidder's Telephone Number: (718) 492 7990  
Bidder's Fax Number: (718) 921-0935  
Date of Bid Opening: 11/7/2013  
Project ID: L&Q122-DL

**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, 9<sup>th</sup> 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: SOTIRIOS PLAKOUDAS

**THIS PAGE INTENTIONALLY LEFT BLANK**

# Certificate of No Change Form

- Please fill in all the fields and DO NOT leave any field blank.
- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, SOTIRIOS PLAKOUNIS, being duly sworn, state that I have read  
*Enter Your Name*

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Questionnaire *This section is required.*

*This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.*

Name of Submitting Entity: NSP ENTERPRISES, LLC

Vendor's Address: 247 52ND STREET, BROOKLYN NY 11220

Vendor's EIN or TIN: 11-2698476 Requesting Agency: DDC

Are you submitting this Certification as a parent? (Please circle one) Yes  No

Signature date on the last full vendor questionnaire signed by the submitting vendor: 5/9/2012

Signature date on changed submission, if applicable, for the submitting vendor: \_\_\_\_\_



# Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on Changed Submission (if applicable)
1	NICK PLAKOUDAS	10/26/2011	
2	SOTIRIOS PLAKOUDAS	5/9/2012	
3			
4			
5			
6			

Check if additional changes were submitted and attach a document with the date of additional submissions.

## Certification *This section is required.*

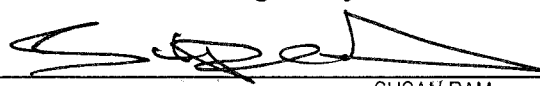
*This form must be signed and notarized. Please complete this twice. Copies will not be accepted.*

### Certified By:

SOTIRIOS PLAKOUDAS  
Name (Print)

TREASURER  
Title

MSP ENTERPRISES, INC  
Name of Submitting Entity

  
Signature

SUSAN RAM  
NOTARY PUBLIC, STATE OF NEW YORK  
No 01RA6220030  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES APRIL 5, 2014

4/30/2013  
Date

### Notarized By:

  
Notary Public

QUEENS  
County License Issued

01RA6220030  
License Number

Sworn to before me on: APRIL 30, 2013  
Date





THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF STRUCTURES

January 16, 2013

**ADDENDUM No. # 1**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

**LQQ122-DL**

**Douglaston and North Hills Libraries Roofing Projects**

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

*Mandatory*  
*attend*  
A re-scheduled PRE-BID CONFERENCE for the above project will be held on Tuesday, January 22, 2013 at:

10:00 am

249-01 Northern Boulevard, Queens NY 11363 and

11:00 am

57-02 Marathon Parkway, Queens, NY 11362

2. The Bid Opening for the contract described below scheduled for January 17, 2013, at 2:00 pm is rescheduled to January 31, 2013, at 2:00 pm.

**Contract #1 – General Construction Work**

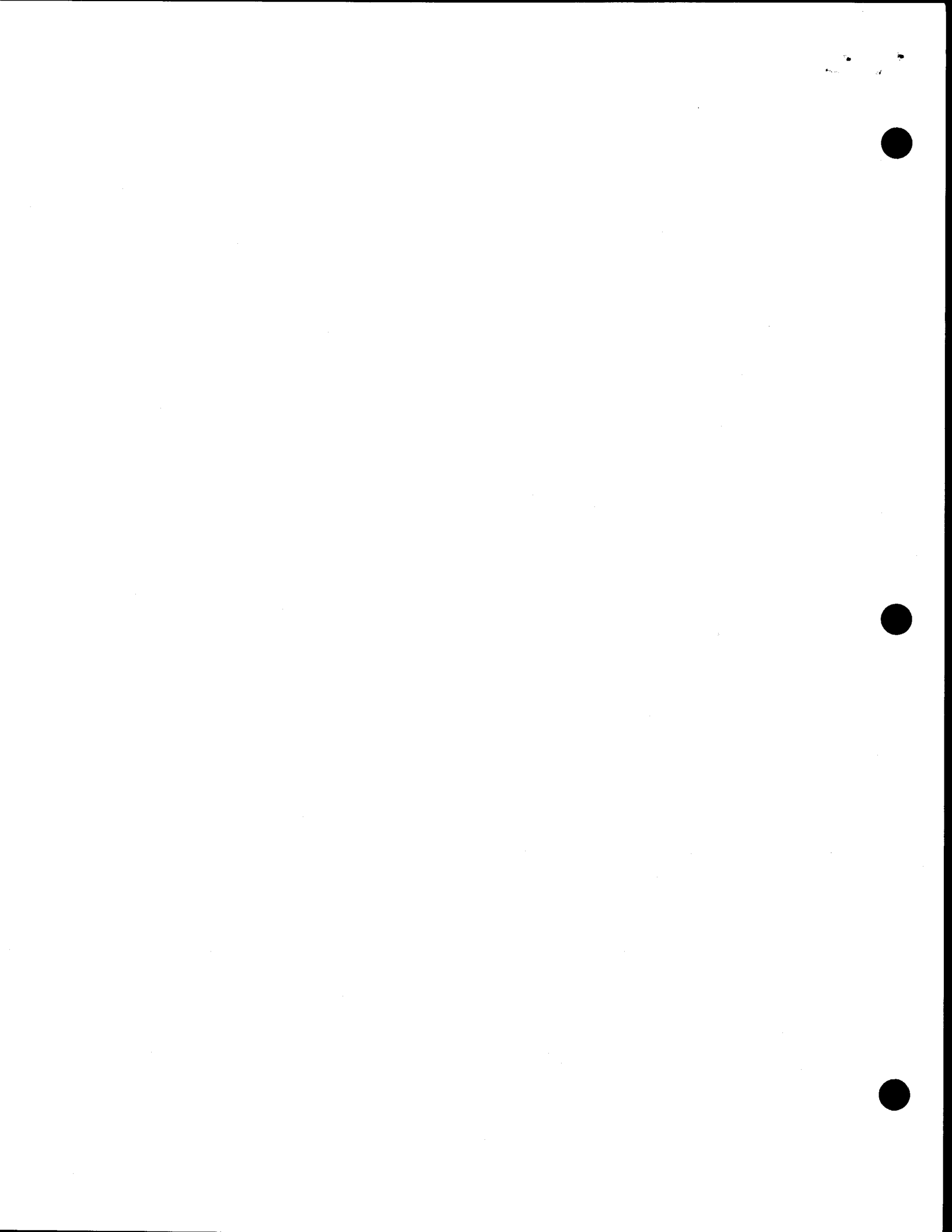
THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1727, or by fax at (718) 391-2615.

  
David Resnick, R.A.  
Deputy Commissioner

NSP Enterprises, Inc  
Name of Bidder

By: 



THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF STRUCTURES

January 30, 2013

**ADDENDUM No. # 2**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

**LQQ122-DL**

**Douglaston and North Hills Libraries Roofing Projects**

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This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

---

The bidder is advised that the items listed below apply to the project:

1. **The Bid Opening for the contract described below scheduled for January 31, 2013, at 2:00 pm is rescheduled to February 8, 2013, at 2:00 pm.**  
**Contract #1 – General Construction Work**
2. **Bidders' Questions and Responses to Questions:**  
**See Attachment A.**
3. **Revisions to Bid Booklet:**  
**See Attachment B.**
4. **Revisions to Specifications:**  
**See Attachment C.**
5. **Revisions to Drawings:**  
**See Attachment D.**

---

**THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.**

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1727, or by fax at (718) 391-2615.

  
\_\_\_\_\_  
David Resnick, R.A.  
Deputy Commissioner

NSP Enterprises, Inc  
Name of Bidder

By: 



THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF STRUCTURES

February 11, 2013

**ADDENDUM No. # 3**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

**LQQ122-DL**

**Douglaston and North Hills Libraries Roofing Projects**

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This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

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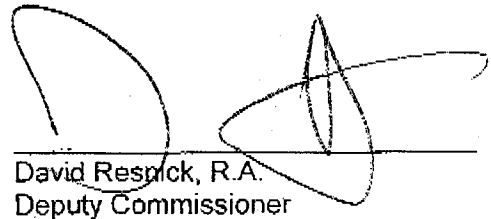
The bidder is advised that the items listed below apply to the project:

1. **The Bid Opening for the contract described below scheduled for February 8, 2013, at 2:00 pm is rescheduled to February 13, 2013, at 2:00 pm.**  
**Contract #1 – General Construction Work**

---

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

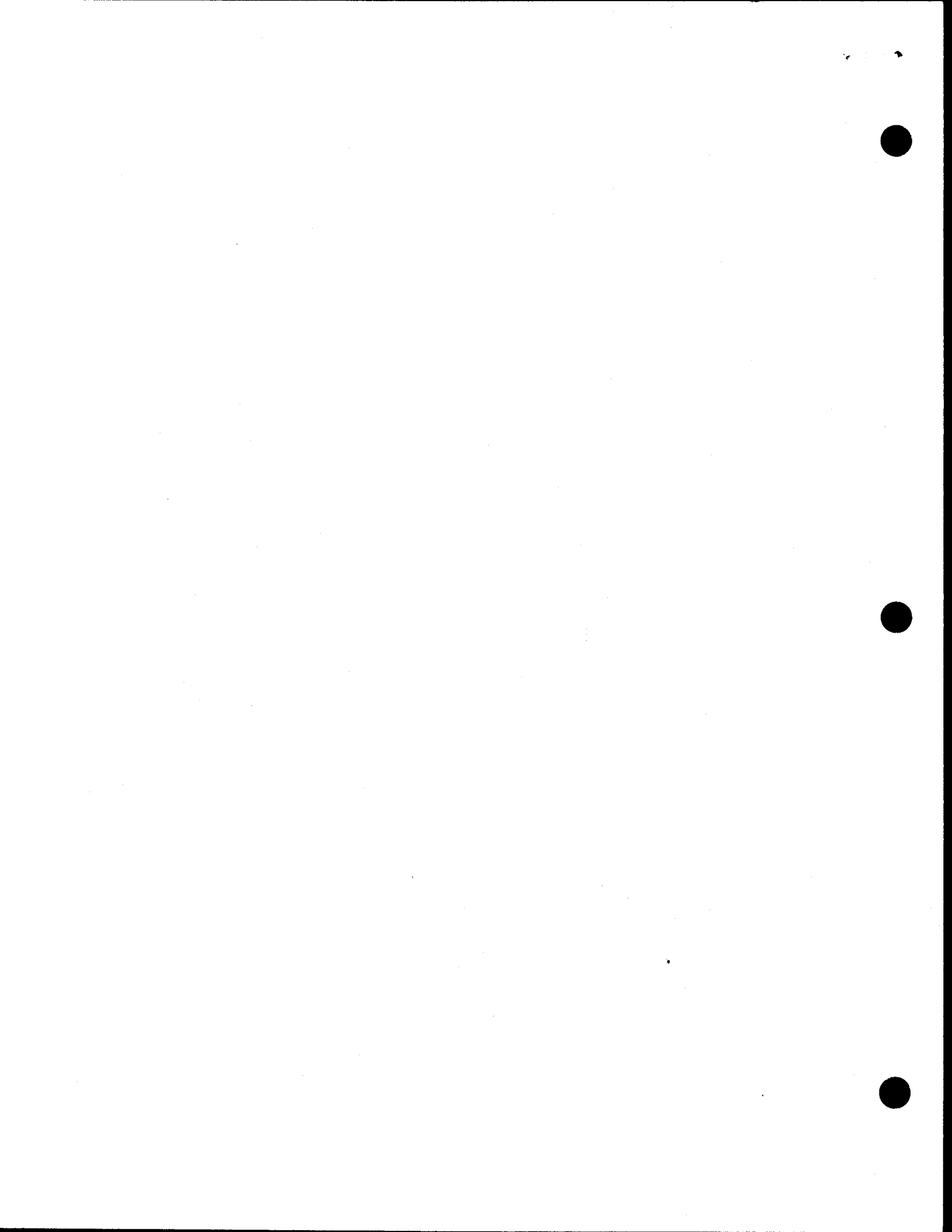
If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1727, or by fax at (718) 391-2615.



David Resnick, R.A.  
Deputy Commissioner

NSP Enterprises, Inc  
Name of Bidder

By: [Signature]



## **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](http://www.nyc.gov/nycbusiness) to learn more about the loan or contact [constructionloan@sbs.nyc.gov](mailto: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.



**BID BOOKLET  
PART A**

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**PROJECT ID: LQQ122-DL**

**CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF STRUCTURES**

**BID BOOKLET**

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4.	Affirmation.....	15
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6.	Bid Bond.....	18
7.	Contractor's Bid Breakdown .....	21
8.	Attachment 1 - Bid Information.....	22
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**CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF STRUCTURES**

**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)
- MWBE Subcontractor 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)

**FAILURE TO SUBMIT THE SEVEN 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 additional information is required, please contact DDC at 718-391-2601.
  - (3) **VENDEX QUESTIONNAIRES:** Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://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 EXPERIENCE REQUIREMENTS**

Special Experience Requirements apply as indicated below.

<b>Bidder:</b>	<b>General Construction</b>	<u>      </u>	<b>YES</b>	<u>      </u>	<b>NO</b>
				<u>  X  </u>	
<b>Specific Areas of Work:</b>	<b>General Construction</b>	<u>  X  </u>	<b>YES</b>	<u>      </u>	<b>NO</b>
	<b>Plumbing Work</b>	<u>      </u>	<b>YES</b>	<u>      </u>	<b>NO</b>
	<b>HVAC Work</b>	<u>      </u>	<b>YES</b>	<u>      </u>	<b>NO</b>
	<b>Electrical Work</b>	<u>      </u>	<b>YES</b>	<u>      </u>	<b>NO</b>

(A) **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.

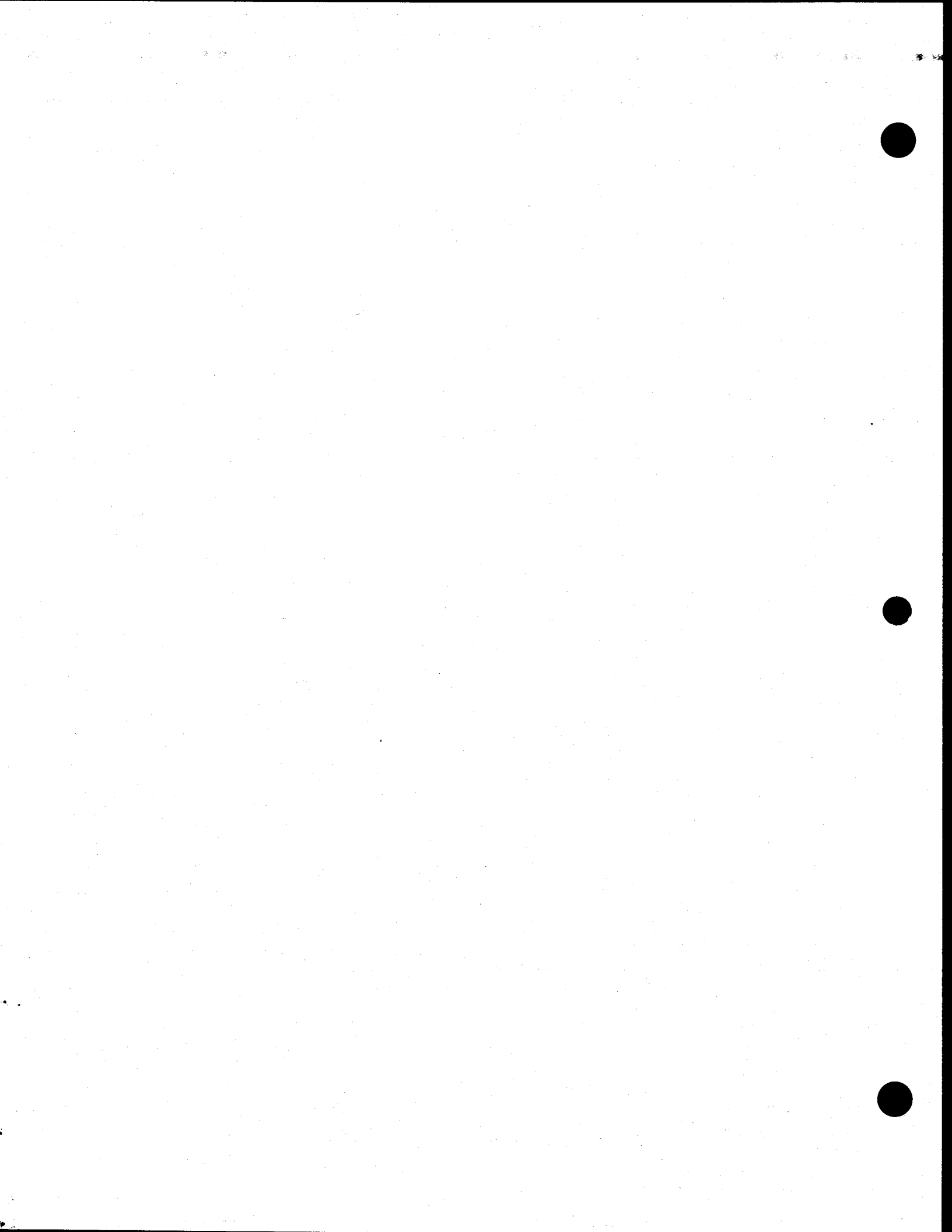
General Construction

- Section 07 52 16: (SBS) Modified Bituminous Membrane Roofing

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

- 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, for roofing work, the contractor or subcontractor must be licensed or approved by the manufacturer of the roofing system.

- (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. 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.



**Qualification Form**

Project ID: LQQ122-DL

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: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of work completed: \_\_\_\_\_

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

Amount of Contract: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

\*\*\*\*\*

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of work completed: \_\_\_\_\_

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

Amount of Contract: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

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## MWBE PROGRAM

### SUBCONTRACTOR UTILIZATION PLAN

**Schedule B: Subcontractor Utilization Plan:** Schedule B: Subcontractor Utilization Plan for this Contract is set forth on the following pages of this Bid Booklet. Schedule B: Subcontractor 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 Schedule B: Subcontractor Utilization Plan (Part II) with its bid.

**Contract Provisions:** Contract provisions regarding the participation of the MWBE firms are set forth in Article 77 of the Contract. The bidder is advised to review these contract provisions.

**Waiver:** The bidder may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with Article 77 of the Contract (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 Target Subcontracting Percentage is set forth in Schedule B: Subcontractor Utilization Plan (Part III).

**Rejection of the Bid:** The bidder must complete Schedule B: Subcontractor Utilization Plan (Part II) set forth on the following pages. Subcontractor Utilization Plans which do not include the required affirmations (on Page 2) will be deemed to be non-responsive, unless a full waiver of the Target Subcontracting Percentage is granted (Schedule B: Subcontractor Utilization Plan, Part III). In the event that the City determines that the bidder has submitted a Schedule B: Subcontractor Utilization Plan where the required affirmations are completed but other aspects of the Plan are not complete, or contain a copy or computation error that is at odds with the affirmation, 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 plan 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 goals have been established for the participation of M/WBE's, 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.

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Tax ID #: \_\_\_\_\_

PIN#: 8502013LQ0001C



Contract # 1 - General Construction Work

The City of New York

**SCHEDULE B - Subcontractor Utilization Plan -Part I: Agency's Target**

This page to be completed by contracting agency

**Contract Overview**

Pin # 8502013LQ0001C FMS Project ID#: LQQ122-DL

Project Title Douglaston and North Hills Libraries Roofing Projects

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 Negron Title MWBE Liaison & Compliance Analyst

Telephone # (718) 391-1502 Email negronn@ddc.nyc.gov

**Project Description (attach additional pages if necessary)**

This Project consists of the removal and reroofing of two Queens Branch Library projects.

**(1)  Target Subcontracting Percentage**

Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services.

2 %

**Subcontractor Participation Goals**  
*Complete and enter total for each Construction or Professional Services, or both (if applicable)*

Group	Construction	Professional Services
Black American	Unspecified %	%
Hispanic American	Unspecified %	%
Asian American	Unspecified %	No Goal
Caucasian Female	No Goal	%
<b>Total Participation Goals</b>	<b>(2) 100 %</b>	<b>(3) %</b>

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

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Tax ID #: \_\_\_\_\_

PIN#: \_\_\_\_\_

### SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan

The page and the next (Part II herein) are to be completed by the bidder/proposer. **AFFIRMATIONS: Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.**

Bidder/proposer  AFFIRMS or  DOES NOT AFFIRM [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

- Bidder/proposer  AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part 1); or
- AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or
- DOES NOT AFFIRM

#### Section I: Prime Contractor Contact Information

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_

Business Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Email \_\_\_\_\_

#### Section II: General Contract Information

**1. Define the industry in which work is to be performed.**

- Construction includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.
- Professional Services are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

**a. Type of work on Prime Contract (Check one):**

**b. Type of work on Subcontract (Check all that apply):**

- Construction     Professional Services     Construction     Professional Services     Other

**2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? \_\_\_\_\_ %**

**3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?  Yes  No**

#### Section III: Subcontractor Utilization Summary

**IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 9).**

Step 1:	Subcontracts under \$1M (4) (construction/professional services)	Total Bid/Proposal Value	Calculated Target Subcontracting Percentage
Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services	\$ _____	\$ _____	_____ %
	÷	x 100 =	_____ %

- Subcontracts under \$1M (construction/professional services):** Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.
- Total Bid/Proposal Value:** Provide the dollar amount of the bid/proposal.
- Calculated Target Subcontracting Percentage:** The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. **This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1).**

**NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 6, Line (1).**

Tax ID #: \_\_\_\_\_

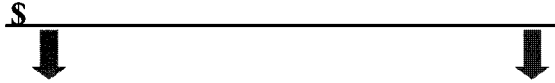
PIN#: \_\_\_\_\_

**SCHEDULE B - cont.**

**Step 2:**  
Calculate value of subcontractor participation goals

**Subcontracts under \$1M**  
(construction/professional services)

a. Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services



b. \* From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services,  
\* If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts.  
\* Amounts listed on these lines should add up to the value from line a.

**Construction**

**Professional Services**

**Subcontracts under \$1M by Industry** \$ \_\_\_\_\_

\$ \_\_\_\_\_

\* For Construction enter percentage from line (2) from Page 6.  
\* For Professional Services enter percentage from line (3) from Page 6.

c. \* **Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**

**Total Participation Goals** x \_\_\_\_\_ %

x \_\_\_\_\_ %

d. **Value of Total Participation Goals** \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Step 3:**

**Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

\_\_\_\_\_

**Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

\_\_\_\_\_

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

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, 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 subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or if the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.

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

Tax ID #: \_\_\_\_\_

PIN#: \_\_\_\_\_

### SCHEDULE B

#### ART III - REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

##### Contract Overview

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_  
 Business Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Telephone # \_\_\_\_\_ Email \_\_\_\_\_  
 Type of Procurement  Competitive Sealed Bids  Other Bid/Response Due Date \_\_\_\_\_

PIN # (for this procurement) \_\_\_\_\_ Type of work on Prime Contract (Check one):  
 Construction  Professional Services  
 Type of work on Subcontract (Check all that apply):  
 Construction  Professional Services  Other

**SUBCONTRACTING** as described in bid/solicitation documents (Copy this % figure from Subcontractor Utilization Plan, Part I, line \_\_\_\_\_)  
 \_\_\_\_\_ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

**ACTUAL SUBCONTRACTING** as anticipated by vendor seeking waiver  
 \_\_\_\_\_ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/ professional services subcontracts valued below \$1 million (each)

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

- Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.
- Vendor subcontracts some of this type of work but at lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.
- Other \_\_\_\_\_

##### References

###### List 3 most recent contracts/subcontracts performed for NYC agencies (if any)

CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____

###### List 3 most recent contracts/subcontracts performed for other agencies/entities (complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		
TYPE OF WORK _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		
TYPE OF WORK _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		

##### 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: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

##### Shaded area below is for agency completion only

**AGENCY CHIEF CONTACTING OFFICER APPROVAL**  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**CITY CHIEF PROCUREMENT OFFICER APPROVAL**  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**PROJECT ID: LQQ122-DL**

**Douglaston and North Hills Libraries Roofing Projects  
249-01 Northern Boulevard & 57-04 Marathon Parkway  
Queens 11363 & 11362**

Name of Bidder: \_\_\_\_\_

Date of Bid Opening: \_\_\_\_\_

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

Place of Business of Bidder: \_\_\_\_\_

Bidder's Telephone Number: \_\_\_\_\_ Bidder's Fax Number: \_\_\_\_\_

Bidder's Email Address: \_\_\_\_\_

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 \_\_\_\_\_

Name and Home Address of President: \_\_\_\_\_

\_\_\_\_\_

Name and Home Address of Secretary: \_\_\_\_\_

\_\_\_\_\_

Name and Home Address of Treasurer: \_\_\_\_\_

\_\_\_\_\_

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## BID FORM

---

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:

## Unit Price Schedule

Unit Price items: The items of work set forth in the Schedule below shall be performed by the contractor on a unit price basis for additional work. Such items of work shall be performed by the contractor only as directed in writing by the Commissioner.

The unit price for the items of work in the Schedule below are for EXTRA WORK ONLY i.e., work which is above and beyond that described in the Drawings and Specifications.

The bidder shall submit prices for all the items of work in the Schedule below. The bidder shall insert the total sum for all unit price items on the Bid Form, Item C - Allowance for Unit Prices. The unit price bid for each item shall include all costs and expense for the item, i.e., labor, material, overhead and profit. Quantities shown are approximate and for bid comparison purposes only. Actual amounts to be determined when the work is performed.

CSI #	Item #	Item Description	Quant.	Units	Unit Price	Total
042000	D1	Remove and install new brick to match existing as directed by DDC.	50	SF		
077123	N1	Clean out site drains	6	EA		
042000	N2	Replace CMU unit	1	EA		
055000	N3	Scrape prime and paint lintels at two openings	2	EA		
040516	N4	Re-grout CMU as directed by DDC	10	LF		
079200	N5	Clean out joint and install backer rod and sealant	10	LF		

### Total Amount of Unit Price Work

\* Insert Total amount of Unit Price Work on line C of Bid Form

\*

Note: All quantities are approximate

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**BID FORM**

**PROJECT ID: LQQ122-DL**

**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

\$ \_\_\_\_\_ + \$ \_\_\_\_\_ Total Price for Item A \$ \_\_\_\_\_

B. **ALLOWANCE for Incidental Asbestos Abatement** (Section 028013 of the Specifications) **\$15,000.00**

C. **ALLOWANCE for Unit Price Items** (Page 13-0 of Bid Booklet) \_\_\_\_\_

**TOTAL BID PRICE (Add A + B + C)** \$ \_\_\_\_\_  
( a/k/a BID PROPOSAL)

**BIDDER'S SIGNATURE AND AFFIDAVIT**

**WARNING!! Failure to comply with items below will result in the rejection of your bid.**

\* **SUBCONTRACTORS:** You MUST complete and submit the form entitled "Bidder's Identification of Subcontractors" (See 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

\* **MWBE GOALS:** You MUST complete and submit the Affirmations contained in the Subcontractor Utilization Plan (See Page 7), or a pre-approved waiver (See Page 9), at the time you submit your bid. You must submit the Affirmations (or a pre-approved waiver) in BID ENVELOPE #1.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

Attest: \_\_\_\_\_ Secretary of Corporate Bidder  
(Corporate Seal)

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

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**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. I 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 YORK, COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_ being duly sworn says:

I am the \_\_\_\_\_ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
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 \_\_\_\_\_

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

Full Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**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:

Title: \_\_\_\_\_

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 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.

The list of subcontractors is to be submitted in a separate sealed envelope by completing the form on the next page entitled "Bidder's Identification of Subcontractors". This form provides for the identification of 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 so indicate on the form.

**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 the Subcontractor Utilization Plan, the bid will be non-responsive unless the bidder requests and obtains a Waiver of Target Subcontracting Percentage (Subcontractor Utilization Plan, Part III) in advance of bid submission.

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: LQQ122-DL

**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:**

\_\_\_\_\_  
(Print Name)

Agreed Amount To Be Paid To Subcontractor: \$ \_\_\_\_\_

2. **HVAC CONTRACTOR:**

\_\_\_\_\_  
(Print Name)

Agreed Amount To Be Paid To Subcontractor: \$ \_\_\_\_\_

3. **ELECTRICAL CONTRACTOR:**

\_\_\_\_\_  
(Print Name)

Agreed Amount To Be Paid To Subcontractor: \$ \_\_\_\_\_

**BIDDER'S SIGNATURE:** The Bidder must sign this form in the space provided below:

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

BID BOND 1  
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal", and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_  
\_\_\_\_\_

(\$ \_\_\_\_\_), 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Principal (L.S.)

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he  
resides at \_\_\_\_\_  
that he is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the  
directors of said corporation, and that he signed his name thereto by like order.

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

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

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## 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.

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NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

**CONTRACTOR'S BID BREAKDOWN FORM**

Project: Douglaston-North Hills Libraries Roofing Projects  
 Location: **Douglaston Library** - 249-01 Northern Boulevard, Little Neck Queens 11363  
 Bidder:

**CONTRACT 1 - GENERAL CONSTRUCTION**

DDC ID#: LQQ122-DL  
 AGENCY: Queens Library

CSI	Description	Quantity	Unit	Material		Labor		Total Material + Labor
				Unit \$	Cost	Unit \$	Cost	
<b>CONTRACT 1 - GENERAL CONSTRUCTION</b>								
10000	<b>GENERAL CONSTRUCTION</b>							
	Mobilization		ls					
	Sidewalk bridge		ls					
	Scaffolding		ls					
	▪ Removal of existing materials at lintels between windows-clean repair and recaulk with silicone material		ls					
	▪ Remove clean and recaulk around existing windows		ls					
	▪ Removal of existing 4 ply asphalt roofing and insulation		sf					
	▪ Repair existing roof deck (5% of total roof area)		sf					
	▪ Install new asphalt roof with 4" thick tapered insulation including cold fluid applied over insulation		sf					
	▪ Remove and install new edge flashing on east wall		lf					
	▪ Remove existing gutter, leaders and install new gutters. Relocate leaders		ls					
	▪ Remove existing caulking at stone coping. Clean and recaulk stone coping.		ls					
	▪ Provide and install new splash blocks		ea					
	▪ Remove existing roof drains (2) and install new		ls					
	▪ Remove existing brick wall and parapet. Rebuild and point		sf					
	▪ Remove existing china clay coping and reset in lie - include caulking		lf					
	<b>subtotal</b>							
<b>TOTAL CONTRACT 1 - GENERAL CONSTRUCTION</b>								

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NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

**CONTRACTOR'S BID BREAKDOWN FORM**

Project: Douglaston-North Hills Libraries Roofing Projects  
 Location: **North Hills Library** - 57-04 Marathon Parkway, Little Neck Queens 11363  
 Bidder:

CONTRACT 1 - GENERAL CONSTRUCTION

DDC ID#: LQQ122-DL  
 AGENCY: Queens Library

CSI	Description	Quantity	Unit	Material		Labor		Total Material + Labor
				Unit \$	Cost	Unit \$	Cost	
<b>CONTRACT 1 - GENERAL CONSTRUCTION</b>								
<b>10000</b>	<b>GENERAL CONSTRUCTION</b>							
	Mobilization		ls					
	Sidewalk bridge		lf					
	Scaffolding		sf					
	Temporary protection		ls					
	▪ Removal of existing materials at flat roof		sf					
	▪ Remove existing flashing and install new 1 foot wide flashing around the base		lf					
	Cupola							
	▪ Install new 1 foot wide fascia over existing wrapping around corner and overlapping the adjacent section		lf					
	▪ Cover all raised seams of dome with continuous 2'-6" wide strips and overlapping ends		lf					
	▪ Built-up south quadrant of gutter with tapered styrofoam to promot better drainage (18" wide x 2" high)		lf					
	▪ Install new 24" wide coating to gutter and to adjacent sides up to dome side and top edge of fascia		lf					
	▪ Install new roofing system on flat roof		sf					
	▪ Remove existing plywood backing		ls					
	▪ Remove and install new Aluminum coping (2'-2" wide)		lf					
	▪ Install new rigid tapered insulation on flat roof		sf					
	▪ Install new rigid tapered insulation at 5 existing drains		sf					
	▪ Install liquid applied roofing, spray at dome and cupola roof		sf					
	<b>subtotal</b>							
	<b>TOTAL CONTRACT 1 - GENERAL CONSTRUCTION</b>							

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**ATTACHMENT 1 - BID INFORMATION  
PROJECT ID: LQQ122-DL**

**DESCRIPTION AND LOCATION OF WORK:**

**Douglaston and North Hills Libraries Roofing Projects  
249-01 Northern Boulevard & 57-04 Marathon Parkway  
Queens, NY 11363 & 11362  
E-PIN: 85013B0021 / DDC PIN: 8502013LQ0001C**

**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, JANUARY 17, 2013**  
**BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING**

**PLACE TO SUBMIT:**

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

**BID OPENING:**

<b>PLACE OF BID OPENING:</b>	<b>Department of Design and Construction Contract Section 30-30 Thomson Avenue – First Floor Long Island City, NY 11101</b>
<b>DATE AND HOUR:</b>	<b>THURSDAY, JANUARY 17, 2013 @ 2:00 PM</b>
	<b>LATE BIDS WILL NOT BE ACCEPTED</b>

<b>PLACE</b>	<b>Douglas and North Hill Libraries 249-01 Northern Boulevard &amp; 57-04 Marathon Parkway Queens, NY 11363 &amp; 11362</b>
<b>DATE AND HOUR</b>	<b>THURSDAY, JANUARY 10, 2013 AT 10:00AM</b>
<b>MANDATORY OR OPTIONAL</b>	<b>OPTIONAL</b>

**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 excess of \$1,000,000.00. 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) 391-2200 or (718) 391-2608 Fax: (718) 391-2615





**BID BOOKLET  
PART B**

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## 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: \_\_\_\_\_

DDC Project Number: \_\_\_\_\_

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

\_\_\_\_\_ Company has previously worked for DDC

### 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	<u>INTRASTATE RATE</u>	<u>INTERSTATE RATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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:**

\_\_\_\_\_ Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

\_\_\_\_\_ Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
------	--	---------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

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)**

\_\_\_\_\_ Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Accident on previous DDC Project(s).

\_\_\_\_\_ 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].

Date: \_\_\_\_\_ By: \_\_\_\_\_  
 (Signature of Owner, Partner, Corporate Officer)

Title: \_\_\_\_\_

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## 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) Similar 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 - SIMILAR CONTRACTS COMPLETED BY THE BIDDER**

List all contracts substantially completed within the last 4 years similar to the contract being awarded, 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

**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

**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

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**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.**

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## 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, 9<sup>th</sup> 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: \_\_\_\_\_

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# Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1		
2		
3		
4		
5		
6		

Check if additional changes were submitted and attach a document with the date of additional submissions.

## Certification *This section is required.*

*This form must be signed and notarized. Please complete this twice. Copies will not be accepted.*

### Certified By:

\_\_\_\_\_  
*Name (Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Submitting Entity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### Notarized By:

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

\_\_\_\_\_  
*County License Issued*

\_\_\_\_\_  
*License Number*

Sworn to before me on: \_\_\_\_\_  
*Date*

# Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## **Vendor Questionnaire** *This section is required.*

*This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.*

Name of Submitting Entity: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

Are you submitting this Certification as a parent? (Please circle one)      Yes      No

Signature date on the last full vendor questionnaire signed for the submitting vendor: \_\_\_\_\_

Signature date on change submission for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1		
2		
3		
4		
5		
6		

Check if additional changes were submitted and attach a document with the date of additional submissions.

## Certification *This section is required.*

*This form must be signed and notarized. Please complete this twice. Copies will not be accepted.*

### Certified By:

\_\_\_\_\_  
*Name (Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Submitting Entity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### Notarized By:

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

\_\_\_\_\_  
*County License Issued*

\_\_\_\_\_  
*License Number*

Sworn to before me on: \_\_\_\_\_  
*Date*

# Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

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Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

Are you submitting this Certification as a parent? (Please circle one)      Yes      No

Signature date on the last full vendor questionnaire signed for the submitting vendor: \_\_\_\_\_

Signature date on change submission for the submitting vendor: \_\_\_\_\_

## 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: \_\_\_\_\_, New York  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Dated:

**CITY OF NEW YORK**

**DIVISION OF LABOR SERVICES**

**CONSTRUCTION EMPLOYMENT REPORT**

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# Division of Labor Services

## 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. Would your company 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 \_\_\_\_\_
3. Please indicate if you would like assistance from SBS in identify certified M/WBEs for contracting opportunities: Yes \_\_\_\_\_ No \_\_\_\_\_
4. Is this project subject to a Project labor Agreement? Yes \_\_\_\_\_ No \_\_\_\_\_

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. \_\_\_\_\_  
Employer Identification Number or Federal Tax I.D.
6. \_\_\_\_\_  
Company Name
7. \_\_\_\_\_  
Street Address City State Zip Code
8. \_\_\_\_\_  
(Chief Operating Officer) First Name Last Name Telephone Number Fax Number
9. \_\_\_\_\_  
Designated Equal Opportunity Compliance Officer (if same as Item #8, write "Same") Telephone Number
10. \_\_\_\_\_  
Name of Prime Contractor and Contact Person (if same as item #6, write "Same")
11. Number of employees in your company: \_\_\_\_\_
12. Contract information:
- (a) \_\_\_\_\_ Contracting Agency (City Agency)
- (b) \_\_\_\_\_ Contract Amount
- (c) \_\_\_\_\_ Procurement Identification Number (PIN)
- (d) \_\_\_\_\_ Contract Registration Number (CT#)
- (e) \_\_\_\_\_ Project Commence Date
- (f) \_\_\_\_\_ Projected Completion Date

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(g) Description and location of proposed contract:

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

If Yes, attach a copy of the certificate.

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

If Yes, attach a copy of the 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**

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

If Yes,

Date submitted: \_\_\_\_\_ Agency to which submitted: \_\_\_\_\_

Name of Agency Person: First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Contract No. : \_\_\_\_\_ Telephone: \_\_\_\_\_

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

If Yes,

(a) Name and address of OFCCP office: \_\_\_\_\_

(b) Was a Certificate of Equal Employment Compliance issued within the past 24 months? Yes  No

If Yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes  No

If Yes, attach a copy of such findings.

17. 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

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

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**PART II: DOCUMENTS REQUIRED**

18. 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.

- \_\_\_ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- \_\_\_ (b) Disability, life, other insurance coverage/description
- \_\_\_ (c) Employee Policy/Handbook
- \_\_\_ (d) Personnel Policy/Manual
- \_\_\_ (e) Supervisor's Policy/Manual
- \_\_\_ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered.
- \_\_\_ (g) Collective bargaining agreement(s)
- \_\_\_ (h) Employment Application(s)
- \_\_\_ (i) Employee evaluation policy/form(s)
- \_\_\_ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

19. 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 \_\_\_                      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 \_\_\_

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

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21. 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:

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- (a) Prior to the 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.

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

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

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

- \_\_\_\_\_ Minorities and Women  
 \_\_\_\_\_ Individuals with handicaps  
 \_\_\_\_\_ Other. Please specify \_\_\_\_\_
- 

24. 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.

25. 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.

26. 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.

27. Are there any jobs for which there are physical qualification?    Yes \_\_\_\_\_ No \_\_\_\_\_

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

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28. 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).

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**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 \$1,000,000 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

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

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

**FORM B: PROJECTED WORKFORCE  
TRADE CLASSIFICATION CODES**

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

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

Trade: _____	<u>Males</u>						<u>Females</u>													
	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)		(10)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Asian Hisp.	Asian Non Hisp.	Native Amer. Hisp.	Native Amer. Non Hisp.	White Non Hisp.	White Non Hisp.	Black Non Hisp.	Black Non Hisp.	Hispanic Hisp.	Hispanic Non Hisp.	Asian Hisp.	Asian Non Hisp.	Native Amer. Hisp.	Native Amer. Non Hisp.
Total (Col. #1-10): _____	J																			
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10): _____	H																			
Total Female (Col. #6 - 10): _____	A																			
	TRN																			
	TOT																			

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



**Small Business Services**  
**Division of Labor Services**

**FORM B: PROJECTED WORKFORCE TRADE CLASSIFICATION CODES**

(J) Journey level Workers  
 (H) Helper  
 (TOT) Total by Column

(A) Apprentice  
 (TRN) Trainee

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: _____	<u>Males</u>						<u>Females</u>													
	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)		(10)	
	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.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.			
Total (Col. #1-10): _____	J																			
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10): _____	H																			
Total Female (Col. #6 - 10): _____	A																			
Total Female (Col. #6 - 10): _____	TRN																			
Total Female (Col. #6 - 10): _____	TOT																			

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

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**FORM C: CURRENT WORKFORCE  
TRADE CLASSIFICATION CODES**

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

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

Trade: _____	Males					Females									
	(1)		(2)		(3)	(4)		(5)		(6)	(7)		(8)	(9)	(10)
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	White Non Hisp.	Black Non Hisp.	Asian Hisp.	Native Amer.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Hisp.	Asian Hisp.	Native Amer.
Total (Col. #1-10): _____															
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10): _____															
Total Female (Col. #6 - 10): _____															
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) Journey level Workers (A) Apprentice  
(H) Helper (TRN) Trainee  
(TOT) Total by Column

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

Trade: _____	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.										
Total (Col. #1-10):	J																			
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10)	H																			
Total Female (Col. #6 - 10):	TRN																			
TOT																				

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

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Small Business Services

Division of Labor Services

Date \_\_\_\_\_

File Number \_\_\_\_\_

LESS THAN \$750,000 SUBCONTRACT CERTIFICATE

Are you currently certified as one of the following? Please check yes or no:

M/WBE Yes \_\_\_ No \_\_\_ MBE Yes \_\_\_ No \_\_\_
WBE Yes \_\_\_ No \_\_\_ LBE Yes \_\_\_ No \_\_\_

If you are certified as an M/WBE, MBE, WBE, or LBE, what city/state agency are you certified with? \_\_\_\_\_

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

Company Name Employer Identification Number or Federal Tax I.D.
Company Address and Zip Code
Contact Person (First Name, Last Name) Telephone Number
Fax Number E-mail Address
Contracting Agency

Description and location of proposed subcontract:
\_\_\_\_\_
\_\_\_\_\_

Borough Project Number Pin Number Contract Amount

I, (print name of authorized official signing) \_\_\_\_\_ hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than \$750,000.

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.

Signature of authorized official Date

**SIGNATURE PAGE**

I, (print name of authorized official signing) \_\_\_\_\_ 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 requirement for the contractors and subcontractors working on this construction project. 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.

\_\_\_\_\_  
*Contractor's Name*

\_\_\_\_\_  
*Name of person who prepared this Employment Report* *Title*

\_\_\_\_\_  
*Name of official authorized to sign on behalf of the contractor* *Title*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*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.

**Please attach your M/WBE Compliance Report.**

**Only original signatures accepted.**

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

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

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# Division of Labor Services

## WHO MUST FILE AN EMPLOYMENT REPORT

An Employment Report (ER) must be filed if you meet the following conditions:

CONTRACTOR	CONTRACT VALUE	Submission Requirement
Prime Contractor	\$1,000,000 or greater ( <i>city, state</i> )	Construction Employment Report
	\$10,000 or greater ( <i>federally and/or federally assisted</i> )	
Subcontractor	\$750,000 or greater	Construction Employment Report
	Less than \$750,000	Less than \$750,000 Certificate
	\$10,000 or greater ( <i>federally and/or federally assisted</i> )	Construction Employment Report

### WHERE TO FILE

ERs must be filed directly with the Division of Labor Services (DLS).

### DLS REVIEW PROCESS

In accordance with Executive Order 50 (EO 50), upon receipt by DLS of a completed ER, DLS conducts a review of the contractor's current employment policies, practices and procedures, as well as perform a statistical analysis of the contractor's workforce, if necessary. The process is as follows:

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**
  - 1a. If the City is allocating funds to this project, you must provide the name of the contracting agency.
2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

#### Certificate of Approval

The contractor is found to be in compliance with all applicable laws and regulations. The approval is valid for 36 months.

#### Continued Approval Certificate

The contractor has been issued a Certificate of Approval in the previous 36 months which is good for the applicable contract.

#### Conditional Certificate of Compliance

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The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within three months of the issue of the Conditional Certificate.

### **Determination of Nonperformance**

The contractor has failed to take the required corrective actions stipulated in the Conditional Certificate. A determination of nonperformance may prevent a contractor from receiving an DLS Approval.

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities.
- 3a. Please provide a copy of your project labor agreement which is negotiated through an employer trade association.

## **HOW TO COMPLETE THE EMPLOYMENT REPORT**

### Contents

#### **General Information**

**Part I: Company/Contract Information**

**Part II: Employment Policies and Practices**

**Part III: Contract Bid Information and Projected and Current Workforce Forms**

**Signature Page**

## **PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

- Question 5: Please provide the Employer Identification Number or Federal Tax I.D.
- Questions 6 – 9: Please provide the requested company information. All contracts must have a designated Equal Employment Officer.
- Question 10: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 11: Please indicate how many employees are in your company.
- Question 12 (a-f): Please provide all relevant information requested in 12 (a) to (f).
- Question 12(g): Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with their contractor.
- Questions 13 – 15: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:
- General Information section
  - Part I - Contractor/Subcontractor Information
  - Form B - Projected Workforce
  - Signature Page
- If your company is currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the Employment Report was submitted.
- If your company was issued a Conditional Certificate of Approval, all required corrective actions must have been taken or DLS will not issue a Continued Certificate.
- Question 16: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
  - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;

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- Include copies of all corrective actions and documentation of OFCCP's performance; and
- Provide a copy of all stated OFCCP findings.

Question 17: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

**PART II: EMPLOYMENT POLICIES AND PRACTICES**

*Remember to label all documents with the question number for which they are submitted.*

Questions 18a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 18a, 18b, etc.)

Questions 19a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 20: Inquires into where and how I-9 forms are maintained and stored.

Questions 21a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at a given time. Copies of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 22: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 23: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 24: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 25: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition
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Question 26: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition
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Question 27: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

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Revised 11/00

Question 28: Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

### PART III: CONTRACT BID INFORMATION AND PROJECTED AND CURRENT WORKFORCE FORMS

#### FORM A: CONTRACT BID INFORMATION – USE OF SUBCONTRACTORS/TRADES

Your projections for the utilization of subcontractors on the proposed contract are to be provided in this section. A chart has been provided for the identification of subcontractors. Information is to be provided to the extent known at the time the ER is filed for review by DLS. If the subcontractor's name is unknown, then write "unknown". Under "ownership", enter the appropriate race/ethnic and gender code. If the contract is federally funded or assisted and the subcontractor is being utilized in accordance with applicable federal requirements with respect to Minority Business Enterprise or Woman Business Enterprise requirements, enter the appropriate code. This will also apply to state funded contracts with similar requirements for minority and female owned businesses.

#### FORM B: PROJECTED WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT

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

#### FORM C: CURRENT WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT

For each trade *currently* engaged by your company for all work performed in NYC, enter the current workforce for Males and Females by trade classification in the charts provided.

### SIGNATURE PAGE

The signatory of this Employment Report and all other documents submitted to DLS must be an official authorized to enter into a binding legal agreement. The signature page must be completed in its entirety and notarized. Only original signatures will be accepted.

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Revised 11/00





FMS ID: LQQ122-DL



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

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

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**Contract for Furnishing all Labor and Material Necessary and Required for:**

**CONTRACT NO. 1              GENERAL CONSTRUCTION WORK**

**Douglaston and North Hills Libraries  
Roofing Projects**

**LOCATION:                      249-01 Northern Boulevard & 57-04 Marathon Parkway  
BOROUGH:                    Queens 11363 & 11362  
CITY OF NEW YORK**

---

Contractor \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_

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Entered in the Comptroller's Office \_\_\_\_\_

First Assistant Bookkeeper \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_





PROJECT ID: LQQ122-DL

**LAW**

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

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

**VOLUME 2 OF 3**

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

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

**Douglaston and North Hills Libraries  
Roofing Projects**

LOCATION: 249-01 Northern Boulevard &  
57-04 Marathon Parkway  
BOROUGH: Queens 11363 & 11362  
CITY OF NEW YORK

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

QUEENS PUBLIC LIBRARY

DEPARTMENT OF DESIGN + CONSTRUCTION

Date: September 26, 2012



**2-128**





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

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

**VOLUME 2 OF 3**

**PROJECT LABOR AGREEMENT  
INFORMATION FOR BIDDERS  
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GENERAL CONDITIONS**

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





## NOTICE:

### THIS CONTRACT IS NOT SUBJECT TO THE REQUIREMENTS OF THE WICKS LAW FOR SEPARATE PRIME CONTRACTORS

This contract is subject to a Project Labor Agreement ("PLA"). In accordance with the Labor Law, 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. However, the Contract Documents for this Project (General Conditions, Drawings and Specifications) were prepared as if the requirements of the Wicks Law for separate prime contractors did apply. To correct this situation, the bidder is advised that the Contract Documents are revised as set forth below.

- (A) Delete any and all references to separate responsibilities, separate specifications, separate drawings and/or separate contracts for the four subdivisions of the work listed below:
- General Construction Work (Contract No. 1)
  - Plumbing Work (Contract No. 2)
  - HVAC & Fire Protection Work (Contract No. 3)
  - Electrical Work (Contract No. 4)
- (B) Revise all such references to indicate that:
- The Project consists of a single contract, the Contract for General Construction Work.
  - All responsibilities and obligations in the Contract Documents assigned to the separate Contractors for the four subdivisions of the work listed above are the responsibility of the Contractor 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, including all responsibilities and obligations assigned to the separate Contractors for the four subdivisions of the work listed above.
- (C) Revise any and all references to Contacts Nos. 2, 3 and 4 to refer to Contract No. 1.
- (D) Revise the specifications for plumbing work to require Contractor for General Construction Work to engage a Licensed Plumber to perform the required plumbing work.
- (E) Revise the specifications for electrical work to require Contractor for General Construction Work to engage a Licensed Electrician to perform the required electrical work.

## NOTICE:

### THIS CONTRACT IS SUBJECT TO A PROJECT LABOR AGREEMENT

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

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 work, 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 created by Local Law 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 M/WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6356, 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](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311.

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:

**Q1. 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.

**Q2. 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.

**Q3. Does the PLA affect the subcontractors that a bidder may utilize on the project?**

A. 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.

**Q4. 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.

**Q5. 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 MWBEs 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 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> 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 MWBEs may use their own employees for the 2<sup>nd</sup>, 5<sup>th</sup> and 8<sup>th</sup> employees needed on the job in accordance with the provisions of PLA Article 4, Section 2C. If additional workers are needed by these MWBEs, 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.

**Q6. Must the City set MWBE participation goals for the particular project or contract in order for a certified MWBE to utilize the provisions of PLA Article 4, Section 2C?**

A. No. PLA Article 4, Section 2(C) specifies what categories of MWBEs are eligible to take advantage of this provision (i.e., those MWBEs 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.

**Q7. 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.

**Q8. 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. See PLA Article 4, Section 6 and Article 11.

**Q9. 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. 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 C.

**Q10. 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. The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

**Q11. 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.

**Q12. 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).

**Q13. Does the PLA create a common holiday schedule for all the signatory trades?**

A. Yes, the PLA recognizes eight (8) common holidays. See PLA Article 12, Section 4.

**Q14. 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.

**Q15. 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 the 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.

**Q16. 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 trades CBA.

**Q17. 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.

**Q18. 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.

**Q19. 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.

**Q20. Should a local collective bargaining agreement [local CBA] 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.

**Q21. 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.

**Q22. 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.

**Q23. 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.

**Q24. 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.

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## CONTACT INFORMATION FOR LOCAL UNIONS

### BOILER MAKERS LOCAL NO. 5

24 Van Siclen Avenue  
Floral Park, NY 11001  
Phone: (516) 326-2500  
Fax: (516) 326-3435  
Thomas Klein, Bus. Mgr.  
[boilermakers5@optonline.net](mailto:boilermakers5@optonline.net)

### BLASTERS & DRILLERS LOCAL NO. 29

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

### BRICKLAYERS LOCAL NO. 1

Santo Lanzafame (718) 392-0525

### BUILDING TRADES

71 West 23<sup>rd</sup> Street, Suite 501  
New York, NY 10010  
Phone: (212) 647-0700  
Fax: (212) 647-0705  
John Barnett, Chairman

### CARPENTERS DISTRICT COUNCIL

395 Hudson Street  
New York, New York 10014  
Phone: (212) 366-7500  
Fax: (212) 675-3140  
Michael J. Forde, Executive Secy Treas.  
Peter Thomassen, President  
Denis Sheil, V.P.  
Ronald Rawald, D.C. Rep.  
[carpmik@aol.com](mailto:carpmik@aol.com)

### CEMENT MASONS NO. 780

150-42 12<sup>th</sup> Avenue  
Whitestone, NY 11357  
Phone: (718) 357-3750  
Fax: (718) 357-2057  
Angelo Scagnelli, Bus. Mgr.  
Paul M. Mantia, President  
[Angelolocal780@yahoo.com](mailto:Angelolocal780@yahoo.com)

### CONCRETE WORKERS DISTRICT COUNCIL NO. 16

29-18 35<sup>th</sup> Avenue  
Long Island City, NY 11106  
Phone: (718) 392-5077  
Fax: (718) 392-5087  
Alex Castaldi, Pres. Bus. Mgr.  
[Ccwdc16@yahoo.com](mailto:Ccwdc16@yahoo.com)

### DERRICKMEN AND RIGGERS CONCRETE WORKERS

25-19 43<sup>rd</sup> Avenue  
Long Island City, NY 11101  
Phone: (718) 361-6534

Fax: (718) 361-6584  
Joseph McDonald, Bus. Agent  
[joemac197@aol.com](mailto:joemac197@aol.com)

**DRYWALL TAPERS 1974**

265 West 14<sup>th</sup> Street  
New York, NY 10011  
Phone: (212) 242-8500  
Fax: (212) 242-2356  
Joseph Giordano, Bus. Mgr.  
Salvatore Marsala, Org.  
Maurice Maynard, Org.  
Ellior Santiago, Org.  
Vincent Calderone, Org.  
Ann Juliano Union Sec.  
[Local1974@aol.com](mailto:Local1974@aol.com)

**ELECTRICAL LOCAL NO. 3**

158-11 Harry Van Arsdale, Jr. Avenue  
Flushing, NY 113656  
Phone: (718) 591-4000  
Fax: (718) 380-8998  
Christopher Erikson, Bus. Mgr.  
John E. Marchell, President  
Raymond Melville, Asst. Bus. Mgr. Construction  
Paul Ryan, Asst. Bus. Mgr. Westchester/Fairfield  
Luis Restrepo, Asst. Bus. Mgr.  
Mark G. Hansen, Bus. Rep.  
Elliot Hecht, Bus. Rep.  
Raymond Kitson, Bus. Rep.  
Austin McCann, Bus. Rep.  
Robert Olenick, Bus. Rep.  
Michael O'Neill, Bus. Rep.  
Joseph Santigate, Bus. Rep.  
Louis Sciarra, Bus. Rep.  
Lance Van Arsdale, Asst. Bus. Maintenance Division  
Ray West, Bus. Rep.  
[mail@local3ibew.org](mailto:mail@local3ibew.org)

**ELEVATOR CONSTRUCTORS NO. 1**

47-24 27<sup>th</sup> Avenue  
Long Island City, NY 11101  
Phone: (718) 767-7004  
Fax: (718) 767-6730  
Lenny Legotte, Pres. Bus. Mgr.  
Thomas Moore, Bus. Agent  
Gary Riefenhauser, Bus. Agent  
Fred McCourt, Bus. Agent  
Robert Stork, Bus. Agent  
[llegotte@localoneiuec.com](mailto:llegotte@localoneiuec.com)  
[snoble@localoneiuec.com](mailto:snoble@localoneiuec.com)

**ENGINEERS NO. ENGINEERS LOCAL UNION NO. 14**

141-57 Northern Boulevard  
Flushing, NY 11354  
Phone: (718) 939-0600  
Fax: (718) 939-3131  
Edwin Christian, Pres. Bus. Mgr.

Christopher Confrey, Bus. Rep. Rec Sec.  
John R. Powers, Bus. Rep. Treas.  
[engineers@iuoelocal14.com](mailto:engineers@iuoelocal14.com)

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

265 West 14<sup>th</sup> Street  
New York, NY 10011  
Phone: (212) 929-5327-8-9  
Fax: (212) 206-0357  
James T. Callahan, Pres. & Bus. Mgr.  
Robert G. Shaw, Bus. Rep. & V.P.  
Charles Gambino, Bus. Rep., Fin. Sec.  
Brian S. Kelly, Bus. Rep. & Rec. Sec.  
Daniel Schneider, Bus. Rep. & Treasurer  
Gregg Nolan, Bus. Rep.  
Christopher Thomas, Bus. Rep.  
Bruce Murphy, Director of Training

**ENGINEERS NO. 30**

115-06 Myrtle Avenue  
Richmond Hill, NY 11418  
Phone: (718) 847-8484  
Fax: (718) 850-0524  
John T. Ahern, Bus. Mgr.

**ENGINEERS No. 94**

331-337 West 44<sup>th</sup> Street  
New York, NY 10036  
Phone: (212) 245-7040 Fax: (212) 245-7886  
Kuba Brown, Bus. Mgr. & President  
[kubabrown@local94.com](mailto:kubabrown@local94.com)

**GLAZERS NO. 1281**

45 West 14<sup>th</sup> Street  
New York, NY 10011  
Phone: (212) 924-5200  
Fax: (212) 255-1151  
William Efeld, Bus. Rep.

**HEAT & FROST INSULATORS AND ASBESTOS WORKERS LOCAL UNION NO. 12**

25-19 43<sup>rd</sup> Avenue  
Long Island City, NY 11101  
Phone: (718) 784-3456  
Fax: (718) 784-8357  
Joseph Lapinski, Bus. Agent  
Nick Grgas, Bus. Agent  
Matthew Aracick, Fin. Sec.  
John Killard, President  
Dennis Ippolito, Bus. Mgr.  
[matty@insulatorslocal12.com](mailto:matty@insulatorslocal12.com)  
[dennis@insulators.org](mailto:dennis@insulators.org)

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

2110 Newton Avenue  
Astoria, NY 11102  
Phone: (718) 937-3203  
Fax: (718) 482-8722  
Francisco Vega, Bus. Mgr.

**IRON WORKERS DISTRICT**

505 White Plains Road, Suite 200  
Tarrytown, NY 10591  
Phone: (914) 332-4430  
Fax: (914) 332-4431  
Edward J. Walsh, Pres.  
[ironworkdc@aol.com](mailto:ironworkdc@aol.com)

**IRON WORKERS NO. 40**

451 Park Avenue South  
New York, NY 10016  
Phone: (212) 889-1320  
Fax: (212) 779-3267  
Robert Walsh, Bus. Mgr. Fin. Sec.  
Daniel Doyle, Bus. Rep. V.P.  
Kevin O'Rourke, Pres. Bus. Agent

**IRON WORKERS NO. 361**

89-19 97<sup>TH</sup> Avenue  
Ozone Park, NY 11416  
Phone: (718) 332-1016-17  
Fax: (718) 322-1053  
Matthew Chartrand, Pres. Bus. Agent  
Richard O'Kane, Bus. Mgr. Fin. Sec.  
Thomas Seaman, President  
Anthony DeBlaisie, Bus. Agent, V.P.  
John Delaney, Jr., Rec. Sec.  
[unionhall@361.com](mailto:unionhall@361.com)

**LABORERS LOCAL NO. 78 ASBESTOS & LEAD ABATEMENT**

30 Cliff Street  
New York, New York 10038-2825  
Phone: (212) 227-4805  
Fax: (212) 406-1800  
Kazik Prosniewski, Pres.  
Edison Severino, Bus. Mgr.  
Pawel Gruchacz, Sec. Treas.  
[Local78dispatchers@gmail.com](mailto:Local78dispatchers@gmail.com)

**LABORERS, CONSTRUCTION AND GENERAL BUILDING NO. 79**

520 8<sup>th</sup> Avenue  
New York, NY 10018  
Phone: (212) 465-7900  
Fax: (212) 465-7903  
Kenneth Brancaccio, President  
John Delgado, Bus. Mgr.  
George Zecca, Bus. Mgr.  
John Norbury, V.P. & Bus. Agent  
Chas Rynkiewicz, Organizer, Mk Dev.  
Eugene Sparano, Organizer Mkt. Dev.  
John Modica, Bus. Agent  
Joseph Cangelosi, Bus. Agent  
Kenny Robinson, Bus. Agent  
James Haggerty, Bus. Agent  
Carl Tully, Bus. Agent  
Jose Andino, Bus. Agent  
Edward Medina, Bus. Agent



Luis Pereria, Bus Agent  
Noe Duran, Bus. Agent  
Timothy Campbell, Bus. Agent  
John Wund, Agent, Organizer  
[79@laborerslocal.org](mailto:79@laborerslocal.org)

**LABORERS NO. 731**

34-11/19 35<sup>th</sup> Avenue  
Astoria, NY 11106  
(718) 706-0720  
Joseph D'Amato, Bus. Mgr.

**LATHERS METAL LOCAL NO. 46**

1322 Third Avenue  
New York, NY 10021  
Phone: (212) 737-0500  
Fax: (212) 249-1226  
Robert Ledwith, Bus. Mgr.  
Terence Moore, Bus. Agent  
Kenneth Allen, Bus. Agent  
Fred LeMoine Jr., Bus. Agent  
Kevin Kelly, Bus. Agent

**MASON TENDERS DIST. COUNCIL**

520 8<sup>th</sup> Avenue  
New York, NY 10018  
Phone: (212) 452-9400  
Fax: (212) 452-9499  
Robert Bonanza, Bus. Mgr.  
David Bolger, Field Rep.

**METAL POLISHERS LOCAL UNION NO. 8A**

36-18 33<sup>rd</sup> Street 2<sup>nd</sup> Fl.  
Long Island City, 11106  
Phone: (718) 361-1770  
Fax: (718) 361-1934  
Hector Lopez, Bus. Mgr., Pres.

**METAL TRADES DIVISION**

Kevin Connelly, Bus. Agent  
21-42 44<sup>th</sup> Drive

**MILLWRIGHT AND MACHINERY ERECTORS LOCAL NO. 740**

89-07 Atlantic Avenue  
Woodhaven, NY 11412  
Phone: (718) 849-3636  
Fax: (718) 849-0070  
Robert Seeger, Bus. Mgr.

**ORNAMENTAL IRON WORKERS NO. 580**

501 West 42<sup>nd</sup> Street  
New York, NY 10036  
Phone: (212) 594-1662  
Fax: (212) 564-2748  
Dennis Lusardi, Bus. Mgr.  
James Mahoney, Bus. Agent  
Robert Benesh, Bus. Agent  
Dennis Milton, Bus. Agent

Peter Creegan, Bus. Agent  
[dlusardi@local-580.com](mailto:dlusardi@local-580.com)

**PAINTERS DISTRICT COUNCIL NO. 9**

45 West 14<sup>th</sup> Street  
New York, NY 10011  
Phone: (212) 255-2950  
Fax: (212) 255-1151  
William Elfeld, President  
Gerard O'Brien, Bus. Rep.  
Greg Coords, Bus. Rep.  
Richard Small, Bus. Rep.  
Jose Torent, Bus. Rep.  
Raul Rendon, Bus. Rep.  
Paul Belliveau, Bus. Rep.  
Joseph Ramaglia, Bus. Mgr.  
Anthony Buscema, Bus. Rep.  
James Barnett, Bus. Rep.  
Angelo Serse, Bus. Rep.  
Jack Kittle, Political Dir.  
Gus Diamantas, Training Director  
John Barrett, Bus. Rep.

**PAINTERS STRUCTURAL STEEL NO. 806**

40 West 27<sup>th</sup> Street  
New York, New York 10001  
Phone: (212) 447-1838, 0149  
Fax: (212) 545-8386  
Angelo Serse, Bus. Mgr.

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

136-25 37<sup>th</sup> Avenue, Suite 502  
Flushing, NY 11354  
Phone: (718) 779-8850  
Fax: (718) 779-8857  
Keith Loscalzo, Bus. Mgr.  
Vincent Masino, Trustee  
Lowell Barton, Bus. Agent  
Francisco Fernandez, Bus. Agent  
Joao Teixeira, Bus. Agent  
Bonaventura Valerio, Bus. Agent  
Joseph Sarro, Bus. Agent

**PLASTERS LOCAL UNION NO. 262**

2241 Conner Street  
Bronx, NY 10466  
Phone: (718) 547-5440  
Fax: (718) 547-5435  
John Sweeney, Int'l Rep.  
[mventura@opcmialocal262.com](mailto:mventura@opcmialocal262.com)

**PLUMBERS NO. 1**

158-29 Bross Bay Boulevard  
Howard Beach, NY 11414  
Phone: (718) 738-7500  
Fax: (718) 835-0896  
George Reilly, Bus. Mgr.  
Daniel Lucarelli, Bus. Agent

PLA-Union Contact List\_rev

Kevin Brady Sr., Bus. Agent  
Donald Doherty Jr. Bus. Agent at Large  
Dudley Kinsley, Bus. Agent  
Michael Apuzzo, Bus. Agent  
John Feeney Jr., Bus. Agent  
Paul O'conner, Bus. Agent  
Anthony Russini, Bus. Agent  
John Murphy, Fin. Sec. Treasuer  
Fred Delligatti, Bus. Agent  
Thomas Kemps, Bus. Agent  
[pluinny@aol.com](mailto:pluinny@aol.com)

**PRIVATE SANITATION LOCAL NO. 813**

45-18 Court Sq., Suite 600  
Long Island City, NY 11101  
Phone: (718) 937-7010  
Fax: (718) 937-7003  
Anthony Marino, President

**ROOFERS & WATERPROOFERS NO. 8**

467 Dean Street  
Brooklyn, NY 11217  
Phone: (718) 857-3500  
Fax (718) 398-8359  
Thomas Pedrick, Trustee & Int'l V.P.  
Nicolas Siciliano, Bus. Agent

**SHEET METAL WORKERS LOCAL NO. 28**

**MANHATTAN OFFICE**

500 Greenwich Street  
New York, NY 10013  
Phone: (212) 226-941-7700  
Fax: (212) 226-0304  
Brian McBreaty, Bus. Agent  
Richard Knice, Fin. Sec-Treas.  
Michael Belluzzi, Bus. Mgr. & Pres.  
Kevin McPike, Bus. Agent  
Daniel Fox Jr., Bus. Agent  
Rick Buckheit, Bus. Agent  
Robert Rotolo, Bus. Mgr.  
[joanne@local28union.com](mailto:joanne@local28union.com)

**SHEET METAL WORKERS LOCAL 137**

21-42 44<sup>th</sup> Drive  
Long Island City, NY 11101  
Phone: (718)) 937-4514  
Fax: (718) 937-4113  
Paul Collins Jr.  
Dante Dano, Agent

**STEAMFITTERS LOCAL UNION NO. 638**

32-32 48<sup>th</sup> Avenue  
Long Island City, NY 11101  
Phone: (718) 392-3420  
Fax: (718) 784-7285  
John Torpey, Pres.-Fax: (718) 372-5340  
James Elder, Sec. Treasurer  
John Enright, Bus. Agent

John O'Connell, Bus. Agent  
Richard Roberts, Bus. Agent At-Large  
Patrick Dolan Jr., Bus. Agent  
Brian Wangerman, Bus. Agent  
Robert Egan Jr., Bus. Agent  
Vincent Curran Jr., Bus. Agent  
Patrick Daly, Bus. Agent  
Raymond Dean Jr., Bus. Agent  
Scott Roche, Bus. Agent  
Patrick Norton, Bus. Agent  
Robert Bartels, Jr. Bus. Agent  
Christopher P. Sheeran, Bus. Agent  
[bpetriccione@steamfitters638.org](mailto:bpetriccione@steamfitters638.org)  
[rroberts@steamfitters638.org](mailto:rroberts@steamfitters638.org)

**TEAMSTERS LOCAL UNION 282**

2500 Marcus Avenue  
Lake Success, NY 11042  
Phone: (516) 488-2822  
Fax: (516) 488-4895  
Thomas Gesualdi  
[Kpalmeri282@yahoo.com](mailto:Kpalmeri282@yahoo.com)

**TEAMSTERS LOCAL UNION 814**

33-01 38<sup>TH</sup> Avenue  
Long Island City, NY 11101  
Phone: (718) 392-4510  
Fax: (718) 361-9610  
George Daniello, Pres., Bus. Mgr.  
[team814@hotmail.com](mailto:team814@hotmail.com)

**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  
Thomas Lane, President Bus. Mgr.  
William Hill, Bus. Agent  
Blaise Toneatto, Bus. Agent  
Christopher Guy, Sec. Treasuer  
Ernesto Jimenez, Bus. Agent  
Joseph Andriano, Bus. Agent  
Ronald Nicastri, Bus. Agent  
James Ghan, Bus. Agent  
[tlane@baclocal7.com](mailto:tlane@baclocal7.com)

**TIMBERMEN LOCAL 1536**

395 Hudson Street, 8<sup>th</sup> Floor  
New York, NY 10014  
Phone: (212) 366-7500  
Samuel Bailey, Bus. Mgr.

NYC AGENCY RENOVATION & REHAB OF CITY OWNED BUILDINGS/STRUCTURES

**PROJECT LABOR AGREEMENT**

**COVERING SPECIFIED**

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



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**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) for Fiscal Years 2010 - 2014 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 the Program Work;
- (5) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off hours yet at affordable pay rates;
- (6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;
- (7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES

- (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.

**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 Corrections (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 "Council"; and the work covered by this Agreement (as defined in Article 3) is referred to as "Program Work."

## **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

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES

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 Engineers Locals 14 and 15 and/or the Teamsters Local 282 will be performed under the terms and conditions set out in the Schedule A agreements of Operating Engineers Locals 14 and 15 and Teamsters Local 282. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule A, 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 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.

### **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**



NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES

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 June 30, 2014. 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 Program Work does not include, and this Project Labor Agreement shall not apply to, any other work, including:

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 June 30, 2014;
2. Contracts procured on an emergency basis;
3. Small purchases (purchases not more than \$100,000) awarded pursuant to New York City Charter §314, New York City Charter § 316 and New York City Procurement Policy Board Rules §3-08;
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; and
8. Contracts for installation of information technology that are not otherwise Program Work.

## 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 June 30, 2014, 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

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES

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, 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 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.

### **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**

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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.

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 pursuant to 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 (2<sup>nd</sup>), fourth (4<sup>th</sup>), sixth (6<sup>th</sup>), and eighth (8<sup>th</sup>) 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.

For such contracts valued at above \$500,000 but less than \$1 million, the Local will honor referrals by name of the second (2<sup>nd</sup>), fifth (5<sup>th</sup>), and eighth (8<sup>th</sup>) 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 AND FEMALE REFERRALS**

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

**SECTION 5. CROSS AND QUALIFIED REFERRALS**

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

**SECTION 6. 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.

## **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.

### **SECTION 2. STEWARDS**

A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and Construction Manager 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. 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 Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes a lawful union standards and practices clauses, then such clause as set forth in Schedule A Agreements will be complied with, unless there is a lawful Agency specification (or specification issued by a Construction Manager which would be lawful if issued by the Agency directly) that would specifically limit or restrict the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule A clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in

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

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

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

### **SECTION 3. NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it will notify the

Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

#### SECTION 4. EXPEDITED ARBITRATION

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

A. A party invoking this procedure shall notify J.J. Pierson 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,

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Construction Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

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

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

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

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

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

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

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

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

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

The Program Labor Management Committee 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 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.

**Step 1:**

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

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the Construction Manager (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

**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 J.J. Pierson or Richard Adelman, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

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



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

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union.

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

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

## **ARTICLE 10 - JURISDICTIONAL DISPUTES**

### **SECTION 1. NO DISRUPTIONS**

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

### **SECTION 2. ASSIGNMENT**

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

### **SECTION 3. NO INTERFERENCE WITH WORK**

There shall be no interference or interruption of any kind with the Program Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the

Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

## **ARTICLE 11 - WAGES AND BENEFITS**

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

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

### **SECTION 2. EMPLOYEE BENEFITS**

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds designated 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. 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.

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

D. 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 which the union and/or fringe benefit fund claims to be due it, and deposit such amount when and so withheld in a separate interest-bearing account pending resolution of the dispute pursuant to the union's Schedule A agreement, and the amount so deposited together with the interest thereon shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the Delinquent Contractor and union or fringe 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.

E. Payment to a fringe benefit fund under this provision shall not relieve the General Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Except as otherwise provided, nothing contained herein shall create any obligation on

the part of the Agency to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and the Agency.

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

**SECTION 1. WORK WEEK AND 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.

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.

C. Scheduling - 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 over eight (8) hours in a day where 5/8s is scheduled or for work over ten (10) hours in a day where 4/10s is scheduled and over forty (40) hours in a week, at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule A. There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

## SECTION 3. SHIFTS

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

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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 40 hours in the week. 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.

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 8 recognized holidays on the Project:

New Years Day	Labor Day
Martin Luther King Day	President's Day
Memorial 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 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.

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

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

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

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



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

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

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

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

### **SECTION 9. INJURY/DISABILITY**

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. 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 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.

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

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

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES

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.

**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, water, power and light, shall only be required upon the specific request of the Agency or Construction Manager, and when so requested shall be assigned to the appropriate trade claiming jurisdiction. Temporary system coverage 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 system coverage requirements during non-working hours. There shall be no stacking of trades on temporary services. In the event a temporary system 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.

### **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.

#### **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, 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 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.

**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 which are the basis for Schedule A notify the Agency and Construction Manager in writing of the hourly rate 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 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 Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "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 Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective

as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

BY: *Gary LaBarbera*  
Gary LaBarbera  
President

FOR NEW YORK CITY

BY: \_\_\_\_\_  
Michael R. Bloomberg  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
ACTING CORPORATION COUNSEL  
NEW YORK CITY

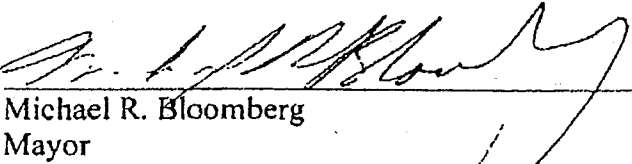
NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES

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:   
Michael R. Bloomberg  
Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ACTING CORPORATION COUNSEL  
NEW YORK CITY

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## List of Signatory Unions

Blasterers and Drillers Local #29

Bricklayers Local No. 1

Boiler Makers Local No. 5

Carpenters District Council

Cement Masons No. 780

Derrickmen and Riggers Union No. 197

Concrete Workers District Council No. 16, including Cement and Concrete Workers Nos. 6-A, 18-A, and 20

Electrical Local No. 3

Drywall Tapers 1974

Elevator Constructors No. 1

Heat & Frost Insulators Local Union No. 12A

Heat & Frost Insulators Local Union No. 12

Iron Workers No. 40

Iron Workers District Council

Laborers Local No. 78 Asbestos & Lead Abatement

Iron Workers No. 361

Laborers Construction and General Building No. 79

Laborers Local 731

Lathers Metallic Local No. 46

Local Union 8A Glaziers No. 1281

Mason Tenders District Council

Metal Polishers DC 9

Painters District Council No. 9

Painters Structural Steel No. 806

Ornamental Iron Workers No. 580

Plasters Local Union No. 262

Pavers & Road Builders District Council No. 1

Plumbers No. 1

Sheet Metal Workers Local No. 28

Roofers & Waterproofers No. 8

Sheet Metal Workers Local No. 137

Steamfitters Local Union No. 638, including Metal Trades Division

Teamsters Local Union 813

Teamsters Local Union 814

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

### PLA Schedule A

The following Collective Bargaining Agreements, as this Schedule may be amended from time to time in accordance with the Agreement, constitute Schedule A:

- (1) Agreement between the Boilermakers Association of Greater New York, Inc. and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO, Lodge No. 5, September 1, 2006 - December 31, 2009.
- (2) Agreement between Association of Cement and Concrete Contractors of New York, Inc. and Cement and Concrete Workers comprised of Local No. 6A, Local No. 18A, Local No. 20 and the Employer, July 1, 2008 - June 30, 2011.
- (3) Agreement between the Cement League and the District Council of Cement and Concrete Workers; Comprised of Local No. 6A, Local No. 18A, Local No. 20; July 1, 2008 - June 30, 2011.
- (4) Agreement between the Cement League and the United Cement Masons' Union Local No. 780, Clarified & Extended from October 23, 1940 to June 30, 2011.
- (5) Building Construction agreement between the Building Contractors Association, Inc. and the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, July 1, 2006 - June 30, 2011.
- (6) General Contractors Association - Carpenters 2006; Agreement Between Members of the General Contractors Association of New York, Inc. and the District Council of Carpenters of New York City and Vicinity, July 1, 2006 - June 30, 2011.
- (7) Trade Agreement between Drywall Tapers and Pointers of Greater New York Local Union 1974, affiliated with International Union of Painters and Allied Trades, AFL-CIO and Drywall Taping Contractors' Association of Greater New York and the Association of Wall-Ceiling & Carpentry Industry of New York, Inc., September 6, 2006 - June 28, 2011; Independent Agreement between Local Union 1974 and Employer.
- (8) Agreement between Allied Building Metal Industries, Inc. and Local Union Nos. 40 and 361 of the International Association of Bridge, Structural and Ornamental and Reinforcing Iron Workers AFL-CIO, July 1, 2008 - June 30, 2014.
- (9) Agreement between Independent Contractors and Local #46 Metallic Lathers Union and Reinforcing Ironworkers of New York and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, July 1, 2008 - June 30, 2014.
- (10) Agreement of Working Conditions between the Independent Insulation Contractors Association of New York City Inc. and the International Association of Heat and Frost Insulators and Asbestos Workers Local No. 12 of New York City, 2008-2014.

- (11) Mason Tenders District Council of Greater New York Master Independent Collective Bargaining Agreement, 2008-2011.
- (12) Trade Agreement between District Council No. 9, International Union of Painters and Allied Trades, AFL-CIO and the Association of Master Painters and Decorators of New York, Inc. and the Association of Wall, Ceiling & Carpentry Industries of New York, Inc. and the Window and Plate Glass Dealers Association, May 1, 2005 - April 30, 2011.
- (13) Trade Agreement between Enterprise Association Local Union 638 and Mechanical Contractors Association of New York, Inc., July 1, 2008 - June 30, 2011.
- (14) Agreement between Allied Building Metal Industries Inc. and Architectural and Ornamental Iron Workers Local Union No. 580 AFL-CIO; July 1, 2008 - June 30, 2011.
- (15) Official Working Agreement between Service Contractors Division of the Mechanical Contractors Association of New York and Enterprise Association Metal Trades Branch Local Union 638, July 1, 2007 - June 30, 2010.
- (16) Agreement between Association of Contracting Plumbers of the City of New York, Inc. and Local Union No 1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, July 1, 2007 - June 30, 2010.
- (17) Agreement and Working Rules between New York Electrical Contractors Association, Inc. and the Association of Electrical Contractors, Inc. and Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO, May 10, 2007 - May 13, 2010.
- (18) Official Working Agreement between Service Contractors Division of the Mechanical Contractors Association of New York, Inc. and Enterprise Association Metal Trades Branch Local Union 638, Refrigeration, Air Conditioning, Air Cooling, Oil Burner and Stoker Service and Maintenance Technicians, July 1, 2007 - June 30, 2010.
- (19) Structural Steel and Bridge Painters of Greater New York, Local Union No. 806, District Council No. 9, International Union of Painters and Allied Trades, AFL-CIO, CLC and New York Structural Steel Painting Contractors Association, Inc.; Collective Bargaining Agreement, October 1, 2005 - September 30, 2011.
- (20) Trade Agreement between United Derrickmen & Riggers Association, Local No. 197 of New York, All long Island, Westchester and Vicinity and Building Stone and Pre-Case Contractors Association, 2008.
- (21) Agreement between the Greater New York and New Jersey Tile Contractors Association, Inc., and the Tile Setters and Tile Finishers Union of New York and New Jersey, Local Union No. 7 of the International Union of Bricklayers and Allied Craftworkers, June 8, 2009 - June 2, 2013.



(22) Agreement between The Building Contractors Association, Inc. and International Union of Operating Engineers Local 15 and 15 A, July 1, 2006-June 30, 2011.

(23) Agreement dated as of July 1, 2006 between Building Contractors Association and International Union of Operating Engineers Local 14-14B, July 1, 2006-June 30, 2011.

(24) Agreement Between The Building Contractors Association, Inc. and International Union of Operating Engineers Local 15D affiliated with the AFL-CIO, July 1, 2006-June 30, 2011.

(25) Local 282 International Brotherhood of Teamsters High Rise Contract, Building Contractors Association and Independents, 2008-2013.

(26) Building, Concrete, Excavation & Common Laborers Union Local No. 731 Independent Agreement, July 1, 2006-June 30, 2012.

(27) March 17, 2009 Agreement between ThyssenKrupp Elevator Corp. and International Union of Elevator Constructors, Local 1 of NY and NJ, 2009-2014.

(28) Working Agreement Local Union No. 8 United Union of Roofers, Waterproofers and Allied Workers and Roofing and Waterproofing Contractor's Association of New York and Vicinity, July 1, 2009-June 30, 2011.

(29) Standard Form Collective Bargaining Agreement between Sheet Metal Workers' International Association Local Union #137 and the Greater New York Sign Association, July 16, 2007 – July 15, 2010.

(30) Trade Agreement between \_\_\_\_\_ and Local No. 1 New York of the International Union of Bricklayers and Allied Craftworkers, July 1, 2008 – July 30, 2011.

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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 and local trust agreements as set forth in the Project Labor Agreement and this Agreement 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.

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 \_\_\_\_\_, 2009

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

### 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.

# **NOTICE TO BIDDERS**

## **DAMAGES FOR DELAY PILOT PROGRAM**

**Please be advised that this contract is part of a pilot program in which the Standard Construction Contract provisions concerning delay damages have been revised to allow contractors to be reimbursed for specified additional costs that are attributable to a delay in the performance of the work resulting from certain acts or omissions of the City agency or its representatives. Certain changes are highlighted here to alert bidders to the pilot program. Please see Articles 11, 12.3, and 13.10 of the Standard Construction Contract for a full understanding and the actual text of the pilot program. The text of the revised Standard Construction Contract is the controlling document should there be any discrepancies between this notice and the Standard Construction Contract.**

Changes to Articles 11, 12.3, and 13.10 of the Standard Construction Contract permit contractors to make claims for delay damages relating to the following circumstances:

The failure of the City to take reasonable measures to coordinate and progress the Work;

Extended delays attributable to the City in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which constitute a material change to the Work and which have a verifiable impact on project costs.

The unavailability of the site for an extended period of time that significantly affects the scheduled completion of the contract.

The issuance by the City of a stop work order relative to a substantial portion of work for a period exceeding thirty days, that was not brought about through any action or omission of the Contractor.

Differing site conditions that were not known or 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.

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

Delays not contemplated by the parties;

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

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

Please see Article 11.4 for provisions regarding compensable delays.

Specific exclusions to claims for damages also apply, such as for third party (non-City) acts and omissions, court orders, strikes or *force majeure* events. For provisions related to non-compensable delays, please see Article 11.5.

For those delays where damages are available, Article 11 also sets forth what costs are recoverable. Please see Article 11.7 for which costs are recoverable and which costs are non-recoverable.

Article 11 also contains provisions concerning notice and documentation of claims. Please see Articles 11.1, 11.2, and 11.6. Contractors must comply with the notice requirements in order to preserve their claims. Consequently, please read these sections carefully. Delay damages are compensable only if they were actually, reasonably and necessarily incurred and are verified by appropriate documentation submitted at the appropriate times.

Claims for delay damages are not covered by the dispute resolution process in Article 27 of the Standard Construction Contract. See Article 11.8. When the amount of delay damages are agreed upon, such damages may be paid through a change order.

## **NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS**

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act (“WPEA”), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

## WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
  - (a) 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 (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
  - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
  - (c) 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:
    - (i) 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
    - (ii) the rights and remedies afforded to its employees under New York City 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.
  - (d) For the purposes of this rider, "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.
  - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value in excess of \$100,000.
2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

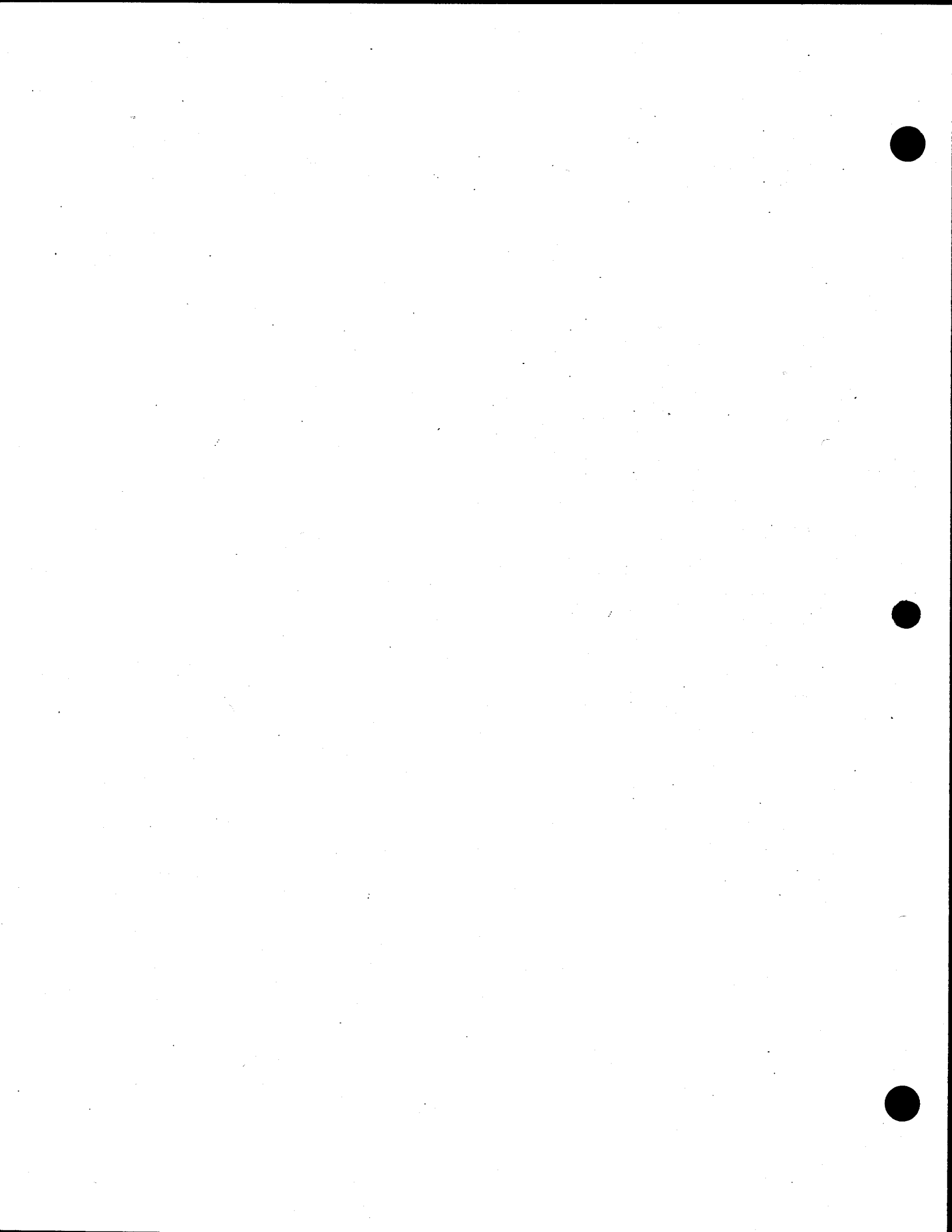


# NOTICE TO BIDDERS

Please be advised that the City of New York has revised the form of the performance bond that is required for City construction contracts that do not exceed \$5 million. The form of bond required for contracts that are greater than \$5 million has not changed. The City now has two approved forms. One form is to be used for contracts that do not exceed \$5 million and one form is to be used for contracts above \$5 million. The City's payment bond remains unchanged.

**The new bond form for contracts that do not exceed \$5 million has been approved by the U.S. Small Business Administration ("SBA") for participation in their Bond Guarantee Program.** The SBA's Bond Guarantee Program enables eligible small businesses to obtain or increase bonding by having the SBA act as a partial guarantor of the contractor to the surety. If you are interested in participating in this program, we suggest that you contact your broker or the SBA.

In order to maximize participation by small businesses in the SBA Guarantee Program, the City also encourages prime contractors who are awarded contracts greater than \$5 million to allow their subcontractors to use the SBA-approved form, particularly on contracts that are subject to Local Law 129 (the M/WBE program), if the prime contractor requires subcontractors to obtain performance bonds.



**CITY OF NEW YORK**

**DEPARTMENT OF  
DESIGN AND CONSTRUCTION  
DIVISION OF STRUCTURES**

**INFORMATION FOR BIDDERS**

**DELAY DAMAGES PILOT**

**September 2008**

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## 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, 9<sup>th</sup> 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](http://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**

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**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**

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## I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC 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) including, but not limited to "Respiratory Protection" (29 CFR 1910.134), "Permit-Required Confined Spaces" (29 CFR 1910.146), and "Hazard Communication" (29 CFR 1910.1200);
- 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 753
- NYC Local Law No. 113 (2005) Noise Control Code

In addition, all regulations promulgated by the NYC Department of Transportation, including requirements for Maintenance and Protection of Traffic (MPT), are applicable when contained in contract specifications. While MPT is a significant component of work in our Infrastructure Division, it does not supersede or exempt Contractors from complying with other applicable health and safety standards (for example, excavating and trenching standards, operation of heavy equipment and compliance with City environmental and noise regulations).

## I. 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 QACS 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 QACS within the Division of Technical 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").

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

**Job Hazard Assessment (JHA):** A process of identifying site-specific hazards that may be present during construction and establishing the means and methods to reduce or eliminate those hazards.

**Jobsite Safety Coordinator:** A person designated by the Contractor to be onsite during all activities. This individual shall have received, at a minimum, the OSHA 10-hour construction safety program. Other examples of acceptable training are the 30-hour OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510) or a degree/certificate in a safety and health from a college-level curriculum. This person does not necessarily have to be dedicated full-time to site safety, but must have sufficient experience and authority to undertake corrective action and must qualify to be a competent person. For certain projects, as defined in NYC Construction Codes - Title 28, this person may be required to have a Site Safety Manager's License issued by the NYC DOB.

**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.

**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 CM, 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 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 precautions 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.

#### 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. Resident Engineer / Construction Project Manager / Construction 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 meeting.
- 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 Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the 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 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 emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

##### A. Contractors

- Complete a Safety Questionnaire and submit with its bid or as part of a pre-qualification package.
- Provide a Written Job Hazard Assessment (JHA) that identifies expected safety issues of the work to be performed. JHA shall be included with the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 15 days of issuance of the Notice to Proceed, 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.
- Ensure that all employees are aware of the hazards associated with the project through formal and informal training and/or other communications. Conduct and document weekly safety meetings for the duration of the project. Documentation to be provided to the RE/CPM/CM on a monthly basis.
- Name a Construction Superintendent, if required.
- Name a Job Site Safety Coordinator. The Contractor will be required to identify the Job Site Safety Coordinator 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.
- As part of the Site Safety Plan, prepare a site specific MPT (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 Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- 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 conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.

- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to 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 and environmental 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 their workers' compensation experience modification rating and OSHA Incidence 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 update within 30 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 years; and
- Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
- Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
- Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) 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 detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

## VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within fifteen (15) days of issuance of the Notice to Proceed, 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 standard, and the Site Safety Plan shall identify hazards associated with the project, and include specific safety precautions 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.

The Site Safety Plan shall apply to all Contractor and subcontractor operations, and shall have at a minimum, the following elements. Each element shall be described in a separate section in the written document. It may be necessary to modify the basic format for certain unique or high-risk projects (such as tunnels or high-rise construction). The basic elements are as follows:

1. **Responsibility and Organization:** Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.
2. **Communication:** Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.
3. **Job Hazard Assessment:** A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.
4. **Accident/Exposure Investigation:** Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.
5. **Hazard Correction:** Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards.
6. **Training:** Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.
7. **Recordkeeping:** Establish procedures to maintain records of scheduled and periodic inspections, weekly safety meetings, and training records. Updated records shall be maintained at the jobsite, accessible to the Construction Safety Auditors and/or Quality Assurance Auditors/RE/CPM, and retained in accordance with DDC policy.

The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control
- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

The following additional hazards must be addressed, if applicable, based on the contract safety specifications and/or the results of the JHA (the list is not all-inclusive):

- Basic Personal Protective Equipment
- Compressed Air
- Compressed Gas Cylinders
- Cranes, Derricks and Hoists
- Demolition
- Electrical safety
- Excavations and Trenching
- Fall Protection – Floor openings/Stairways
- Fall Protection – Guardrails Toe boards etc
- Fall Protection – Leading Edge
- Fall Protection – Personal Fall Protection Devices
- Fire Protection and Fire Prevention
- Hazard Communication (RIGHT TO KNOW)
- Hazardous Energy & Lock Out / Tag Out
- Housekeeping/ Sanitation
- Maintenance and Protection of Traffic (MPT)
- Man Lifts /Aerial Lifts
- Marine Operations
- Motor Vehicle Safety
- Overhead Power lines
- Permit Required Confined Space
- Portable Ladders
- Powered Actuated Tools
- Powered Material Handling Equipment
- Scaffolds – Mobile
- Scaffolds – Stationary
- Scaffolds – Suspended
- Slings
- Steel Erection
- Welding and Cutting (Hot Work)
- Airborne Contaminants – Particulates – General
- Asbestos
- Blood borne Pathogens
- Hearing Protection
- Lead in Construction
- Mercury in Construction
- PCB's
- Respiratory Protection
- Silica
- Thermal Stress
- West Nile Virus
- Rodents and Vermin
- Noise Mitigation Plan

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor will be required to submit a Safety Program. In addition, certain DDC Operating Units may establish program or client-specific safety requirements. The contractor's Site Safety Plan must address such program or client specific safety requirements.



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

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor 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 DDC 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 Superintendents or 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 forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS 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- QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or 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 inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.
- F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of all contractor OSHA/EPA inspections and citations during the project.

## IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including all DDC 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 will 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.

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**CITY OF NEW YORK**  
**STANDARD CONSTRUCTION CONTRACT**  
**DELAY DAMAGES PILOT**

**September 2008**

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**CITY OF NEW YORK  
STANDARD CONSTRUCTION CONTRACT**

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CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT (September 2008)

The Standard Construction Contract dated September 2008 (the "Contract") is amended as set forth below.

- Article 77: Article 77, Part A, Section 5 is deleted in its entirety and replaced with the following:
  5. Where a Subcontractor 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. **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 a contract that is subject to a Project Labor Agreement] where the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades [i.e., 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 of the Wicks trades, regardless of what point in the life of the contract such subcontracts will occur, at the time of bid submission. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.**
  
- Article 77: Article 77, Part A, Section 11 is deleted in its entirety and replaced with the following:
  11. **Modification of Subcontractor Utilization Plan.** A Contractor may request a modification of its Subcontractor Utilization Plan (Subcontractor Participation Goals) 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 a contract that is subject to a Project Labor Agreement] where the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades [i.e., 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 Subcontractor Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's Subcontractor 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 Subcontractor Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:**

Sub-paragraphs (a) through (h) remain unchanged.

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**WITNESSETH:**

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

**CHAPTER I  
THE CONTRACT AND DEFINITIONS**

**ARTICLE 1. THE CONTRACT**

1.1 Except for titles, subtitles, headings, running headlines, tables of content 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 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.

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 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.

2.1.4 "City" shall mean the City of New York.

2.1.5 **"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.

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

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

2.1.8 **"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.

2.1.9 **"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.

2.1.10 **"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.

2.1.11 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and it(s), 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.

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

2.1.13 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be.

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

2.1.15 **"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.

2.1.16 **"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.

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

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

2.1.19 **"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.

2.1.20 "**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.

2.1.21 "**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.

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

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

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

2.1.25 "**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.

2.1.26 "**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.

2.1.27 "**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.

2.1.28 "**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.

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

2.1.30 "**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, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.31 "**Substantial Completion**" shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely, complete.

2.1.32 "**Treasurer**" shall mean the Commissioner of the Department of Finance of the City of New York.

2.1.33 "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 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 Department of Environmental Protection.

5.3.2 The Contractor agrees to comply with Section 24-219 of the Administrative Code of the City ("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 work 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 New York City Department of Environmental Protection. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject inspection by the Department of Environmental Protection in accordance with 15 RCNY §28-101. No Contract work may take place at a worksite 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 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 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.

#### 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 to fulfill the requirements of this Article 5.4.2, where the Commissioner of the New York 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 City agencies and Contractors. Any such determination shall expire after six months unless renewed.

5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the 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 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 is available. Any finding made pursuant to this subdivision shall expire after sixty days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at [www.dep.nyc.gov](http://www.dep.nyc.gov) or by contacting the Agency issuing this solicitation.

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 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 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 calendar 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)(1) Where the 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 those paragraphs is unavailable for such vehicle, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(2) 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, 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)(3) In determining which technology to use for the purposes of Articles 5.4.3(d)(1) and 5.4.3(d)(2) above, 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)(4) Contractors 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 Agency issuing the solicitation. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(1) and 5.4.3(d)(2) above shall expire after one hundred eighty days, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the 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. Contractors 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) 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 and ten thousand 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 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 Department the following information:

5.4.6(1) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(2) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(3) 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(4) 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(5) The locations where such Nonroad Vehicles were used; and

5.4.6(6) 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.

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 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 of New York 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 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 terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower 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.

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 horsepower (HP) rating of 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.

## 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 the persons and 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 notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The Contractor's notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured as well as [the Contractor] as Named Insured." The Contractor's notice to the insurance carrier shall contain the following information: the name of the Contractor, the number of the Contract, the date of the occurrence, the location (street address and borough) of the occurrence, and the identity of the persons or things injured, damaged or lost.

7.3.2(a) At the time notice is provided to the insurance carrier(s), the Contractor shall provide copies of such notice to the Comptroller and the Commissioner. Notice to the Comptroller shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. Notice to the Commissioner shall be sent to the address set forth in Schedule A of the General Conditions.

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 indemnify, defend and hold the City, its employees and agents (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 **Contractor** waives all rights against the **City** for any damages or losses for which either is covered under any insurance required under Article 22 (whether or not such insurance is actually procured) or any other insurance applicable to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**.

7.6 The provisions of this Article 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 **Work** on the date specified in a written notice signed by the **Commissioner**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in such written notice. **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 herein, 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** with this **Contract**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule 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**; 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 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 enable 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 seven (7) Days after the commencement of such condition, the Contractor must notify the Engineer 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.

11.1.2 If the Contractor shall claim to be sustaining damages for delay as provided for in this Article, within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are being incurred, the Contractor shall submit to the Commissioner verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Section 11.6. 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. On failure of the Contractor to fully comply with all of 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 arising under or by reason of this Contract shall not be different from or in excess of the statements made and documentation provided pursuant to this article.

11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the Commissioner shall make a determination as to whether a compensable

delay has occurred and, if so, the amount of compensation due the **Contractor**. Notwithstanding the above, the **Commissioner** may make a determination as to whether a compensable delay has occurred at any time after the **Contractor's** first submission of a statement of delay damages.

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 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 City and required to maintain the project 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**, 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 Extended delays attributable to the City in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on project costs.

11.4.1.3 The unavailability of the site for an extended period of time that significantly affects the scheduled completion of the **contract**.

11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of work for a period exceeding thirty days, that was not brought about through any action or omission of the **Contractor**.

11.4.1.5 Differing site conditions that were not known or 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 The provisions of this Article 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 section shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no monetary request for, and has 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 generally recognized 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 action or omission by the City;

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

11.5.5 Any shortages of supplies of materials 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 war or of the public enemy or terrorist acts;

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 dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, the reasons for the delay and an explanation of how they were delayed.

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 amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in section 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 Labor;

11.7.1.2 Materials;

11.7.1.3 Equipment;



- 11.7.1.4 Extended Field Office Costs;
- 11.7.1.5 Extended Contract Site Overhead;
- 11.7.1.6 Extended Home office overhead; and
- 11.7.1.7 Insurance and Bond Costs.

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 11.7.1.1 through 11.7.1.6, and an additional overhead of 5% of the costs outlined in 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;
- 11.7.3.2 Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, 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;
- 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 Determinations 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 If the parties agree that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order, subject to pre-audit by the **Engineering Audit Officer**, and may be post-audited by the **Comptroller** and/or the **Department**.

## **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** shall determine 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. Except as provided for in Article 11.4.1.1, the **Contractor** agrees to make no claim against the **City** for

any damages relating to or arising out of any timely directions issued by the **Engineer** pursuant to this article (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 this **Contractor's** failure to comply with the **Engineer's** direction 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 **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 suit based upon such claim and if any judgment or claims (even if the allegations of the suit 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 and the **PPB Rules**.

13.2 Any extension of time may be granted only by the **Commissioner** 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 officers, 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 Commissioner 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 Commissioner 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 Commissioner or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.

13.6 The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the Commissioner or the Board.

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 Commissioner of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the Commissioner 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 bid amount;

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 Commissioner 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 Commissioner 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 Commissioner 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 Commissioner, 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 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** except as set forth in Article 11, and agrees that all it may be entitled to on account of any such delay for which compensation is not specifically provided for in Article 11 is an extension of time to complete performance of the **Work** as provided herein.

#### **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 in Articles 14.2.1 and 14.2.2 have been met. The **Commissioner** will then issue a **Certificate of Substantial Completion**.

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

14.2.2 **Approval of Final Punch List and Date for Final Acceptance:** Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, 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 **Determining the Date of Final Acceptance:** The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **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**.

14.4 **Request for Inspection:** Inspection of the **Work** by the **Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.5 **Request for Re-inspection:** If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **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** 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** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.6 **Initiation of Inspection by the 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** may initiate such inspection or re-inspection.

## **ARTICLE 15. LIQUIDATED DAMAGES**

15.1 In the event the Contractor fails to complete the Work within the time fixed for such 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 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 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 shall apply to the Contractor if it 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 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 this article. In the event the Commissioner takes over, uses, occupies, or operates any part of the Work:

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

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

17.5 Before entering into any subcontract hereunder, the **Contractor** shall inform the **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.6 Documents given to a **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.

17.7: 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.

17.8 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** have either their own insurance coverage or are covered by the **Contractor's** insurance as required by Article 22.

17.9 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:

17.9.1 **Payment to Subcontractors:** The agreement between the **Contractor** and its **Subcontractors** 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**.

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

17.9.3 **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 its **Subcontractors** in excess of \$50,000 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.).

17.10 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 adjusted.

17.11 On Contracts where 100% 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.

17.12 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, or conveyance shall not be valid until filed in the office of the Commissioner and the Treasurer, 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 or conveyance, 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 GUARANTY**

**ARTICLE 19. SECURITY DEPOSIT**

19.1 The bid deposit, if required, shall be retained by the **Comptroller** as security for the **Contractor's** faithful performance of the **Contract** and will be returned to the **Contractor** only after the sum retained under Article 21 equals the amount of the bid deposit, subject to the other provisions of this **Contract**. If performance and payment bonds are required, any bid security posted shall be returned within a reasonable time after posting of such bonds and execution of this **Contract** by the **City**. When no partial payments are provided, the bid deposit will be released when final payment is certified to the **Comptroller** for payment.

19.2 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**:

19.2.1 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

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

**ARTICLE 20. PAYMENT GUARANTEE**

20.1 On **Contracts** where 100% performance bonds and payment bonds are executed, this article does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond, the **City** shall, in accordance with the terms of this article, guarantee payment of all lawful demands 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 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 this Article 20.3.

20.3.2 Nothing in this article 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**.

20.3.3 All demands made against the **City** pursuant to this article shall be made within four (4) months from the date payment is due on the invoice or invoices submitted by the beneficiary to the **Contractor** for labor or **Work** done or for materials or supplies delivered, or, if the demand is for wages, four (4) months from the date the wages were due to be paid to the beneficiary.

20.3.4 All demands made against the City by such beneficiary shall be presented to the Engineer along with all written documentation concerning the demand which the Engineer deems 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.

20.3.5 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.

20.3.6 The City will not initiate the payment process of this article or make payment on a demand where the beneficiary making the demand has filed a lien against the Work or otherwise sues the City prior to receiving a written notice from the City that it will not pay the demand.

20.3.7 No beneficiary shall be entitled to interest from the City, or to any other costs, including, but not limited to, attorney's fees.

20.4 Upon the receipt by the City of a demand pursuant to this article, 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.

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.

20.4.2 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 lien has been filed, the terms and conditions set forth in Article 23 shall apply.

20.5 The provisions of this article 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, 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 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 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 his **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 within the one year limitations period set forth in Section 137(4)(b).

## ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires 100% 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 100% performance and payment security and if the price for which this **Contract** was awarded does not exceed \$500,000, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded exceeds \$500,000, 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: 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**), the **Contractor** shall effect 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 issued by companies that meet the standards of Article 22.2.1 and shall be primary (and non-contributing) to any insurance or self-insurance maintained by the **City**.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide a Commercial General Liability Insurance policy covering the **Contractor** as Named Insured and the **City** as an Additional Insured. This policy shall protect the **City** and the **Contractor** from claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this policy shall be at least as broad as that provided by ISO Form CG 0001 (10/01 ed.), must be "occurrence" based rather than "claims-made", and shall 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, Medical Payments, Independent Contractors, Personal Injury (Contractual Exclusion deleted), Explosion, Collapse and Underground Property, and Incidental Malpractice. If such insurance contains an aggregate limit, it shall apply separately to this **Project**.

22.1.1(a) Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured under this policy. Coverage for the City as Additional Insured shall specifically include the City's officials and employees, and shall be at least as broad as either Insurance Services Office ("ISO") Form CG 20 10 (07/04 ed.) or Form CG 20 33 (07/04 ed.) and shall provide completed operations coverage at least as broad as CG 20 37 (07/04 ed.).

22.1.1(b) If this Contract is equal to or greater than Ten Million Dollars (\$10,000,000.00), each Commercial General Liability Insurance policy provided shall contain each of the following endorsements:

22.1.1(b)(i) The Duties in the Event of Occurrence, Claim or Suit condition of the policy is amended per the following: If and insofar as knowledge of an "occurrence", "claim", or "suit" is relevant to the City of New York as Additional Insured under this policy, such knowledge by an agent, servant, official, or employee of the City of New York will not be considered knowledge on the part of the City of New York of the "occurrence", "claim", or "suit" unless the following position shall have received notice thereof from such agent, servant, official, or employee: Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department; and

22.1.1(b)(ii) Any notice, demand or other writing by or on behalf of the Named Insured to the Insurance Company shall also be deemed to be a notice, demand, or other writing on behalf of the City as Additional Insured. Any response by the Insurance Company to such notice, demand or other writing shall be addressed to Named Insured and to the City at the following addresses: Insurance Unit, NYC Comptroller's Office, 1 Centre Street - Room 1222, New York, N.Y. 10007; and Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, NY 10007.

22.1.2 Workers' Compensation Insurance and Disability Benefits Insurance: The Contractor shall provide, and ensure that each Subcontractor provides, Workers Compensation 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 qualifying for insurance pursuant to Article 22.1.4).

22.1.3 Employers' Liability Insurance: The Contractor shall provide, and ensure that each Subcontractor provides, Employers Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his/her employment under this Contract (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.4 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: The Contractor shall provide, and ensure that each Subcontractor provides, 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.

22.1.5 Builders' Risk Insurance: The Contractor shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the Work performed in accordance with Schedule A, as well as the value of any equipment, supplies and/or material for the Project that may be in storage (on or off the Site) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms,

and property of the City held in their care, custody and/or control. Such policy shall name as insureds the City, the Contractor, and its Subcontractors. The Builders' Risk policy shall contain the following endorsements:

22.1.5(a) The City and the Contractor shall be named as loss payee for the Work in order of precedence, as their interest may appear; and

22.1.5(b) In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and

22.1.5(c) In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: "The City of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor."

22.1.6 Comprehensive Business Automobile Liability Insurance: The Contractor shall provide a Comprehensive Business Automobile Liability policy for liability arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this Contract. Coverage should be at least as broad as ISO Form CA0001, ed. 10/01.

22.1.6(a) If autos 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.

22.1.7 Pollution/Environmental Liability Insurance: The Contractor shall provide Pollution/Environmental Liability Insurance covering bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. 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, suit, or proceedings against the City arising from the operations under this Contract. Such insurance shall be in the Contractor's name and list the City as an Additional Insured. Coverage for the City as Additional Insured shall specifically include the City's officials and employees, and shall be at least as broad as provided to the Contractor for this Project.

22.1.7(a) If such coverage 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 years from the time the Work under this Contract is completed.

22.1.8 Marine Insurance:

22.1.8(a) Marine Protection and Indemnity Insurance: The Contractor shall provide a Marine Protection and Indemnity policy with coverage at least as broad as policy form SP-23. The policy shall provide coverage for the Contractor and for the City (together with its officials and employees) as Additional Insured for bodily injury and property damage arising from marine operations under this Contract including injury or death of crew members (if not fully provided through other insurance), damage to piers, wharves and other fixed or movable structures and loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision.

22.1.8(b) Ship Repairers Legal Liability Insurance: The Contractor shall provide a Ship Repairers Legal Liability Insurance policy covering all repair operations under this Contract at

or in the vicinity of a designated approved port or yard under this Contract. The policy shall provide coverage from the point of acceptance of care custody and control of any City vessel. The policy shall provide Bailee Coverage for any City vessel in the Contractor's care, custody and control and coverage for damage to property of others caused by any City vessel in the Contractor's care custody and control.

22.1.8(c) Collision Liability/Towers Liability Insurance: The Contractor shall provide a Collision Liability/Towers Liability Insurance policy with coverage for the Contractor and for the City (together with its officials and employees) as Additional Insured at least as broad as the American Institute Tug Form (08/01/76) for all tugs used under this Contract and Collision Liability per American Institute Hull Clauses (6/2/77).

22.1.8(d) Marine Pollution Liability Insurance: The Contractor shall provide a Marine Pollution Liability Insurance policy covering itself as Named Insured and the City (together with its officials and employees) as Additional Insured for 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. Coverage under this policy shall be at least as broad as that provided by Water Quality Insurance Syndicate Form (09/98 ed.).

22.1.9 The Contractor shall provide such other types of insurance, at such minimum limits, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance 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 AA, unless prior written approval is obtained from the Mayor's Office of Operations.

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 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 All required insurance policies, except for insurance required pursuant to Sections 22.1.2, 22.1.3, and 22.1.4, shall contain the following endorsement: "This policy may not be cancelled, terminated, modified or changed unless thirty (30) days prior written notice is sent by the Insurance Company to the Named Insured (or First Named Insured, as appropriate), the Commissioner, and to the Comptroller, attn: Office of Contract Administration, Municipal Building, Room 1005, New York, New York 10007."

## 22.3 Proof of Insurance:

22.3.1 Within ten (10) Days of award, the **Contractor** shall, for each policy required under this **Contract**, except for Workers Compensation Insurance and Disability Benefits Insurance and builders' risk insurance, file a Certificate of Insurance with the **Commissioner** pursuant to Article 22.6. For Workers' Compensation Insurance and Disability Benefits Insurance, the **Contractor** shall file proof of insurance in a form acceptable to the **Commissioner** within ten (10) Days of award. Accord forms are not acceptable proof of workers' compensation coverage. The **Contractor** must submit one of the following forms to the Department, or another form acceptable to the Department: C-105.2 -- Certificate of Workers' Compensation Insurance, or U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance. For builders' risk insurance, the **Contractor** shall file a Certificate of Insurance with the **Commissioner** at the direction of the **Commissioner** but in any event no later than ten (10) Days prior to commencement of the **Work**.

22.3.1(a) All Certificates of Insurance shall be in a form acceptable to the **City** and shall certify the issuance and effectiveness of the types of insurance specified in Schedule A, each with the specified minimum limits and evidence of the compliance with the Additional Insured or Named Insured provisions of Articles 22.1.1(a), 22.1.5, 22.1.7, and 22.1.8, as applicable. All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part II of Schedule A or completed copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.

22.3.2 Certificates of Insurance confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such Certificates of Insurance shall comply with the requirements of Article 22.3.1(a) and, if applicable, Article 22.3.1(b).

22.3.3 The **Contractor** shall be obligated to provide the **City** with a copy of any policy required by this Article 22 upon the demand for such policy by the **Commissioner** or the New York City Law Department.

## 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 hereunder does not excuse the **Contractor** from securing a policy consistent with all provisions of this Article 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.

22.5 The **City** as Additional Insured or Loss Payee under **Subcontractors'** Insurance. The **Contractor** shall ensure that each **Subcontractor** name the **City** as Additional Insured or loss payee, as appropriate, under all

policies covering Work performed by such Subcontractor under this Contract. The City's coverage as Additional Insured shall include the City's officials and employees and be at least as broad as that provided to the Contractor. The foregoing requirements shall not apply to insurance provided pursuant to Articles 22.1.2, 22.1.3, and 22.1.4.

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 If the Contract involves disposal of hazardous materials, the Contractor shall dispose such materials only at sites where the disposal site operator maintains Pollution Legal Liability Insurance in the amount of at least \$2,000,000 for losses arising from such disposal site.

22.8 Materiality/Non-Waiver: The Contractor's failure to secure policy(ies) in complete conformity with this Article, or to give the Insurance Company timely notice of any sort required in this Contract on behalf of the City, or to do anything else required by this Article 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.

22.9 Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve the Contractor or Subcontractors of any liability under this Contract, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this 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, and return the balance, if any, without interest, to the Contractor.

23.3 Liens: If at any time before or within thirty (30) Days after the Work is completed and accepted by the City, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract, shall file with the Agency and with the Treasurer any notice as is described in the



New York State Lien Law, or any act of the Legislature of the State of New York, the City shall retain, from the monies due or to become due under this Contract, so much of such monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the City until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to Law.

#### 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 guarantee are provided for.

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 or lessees of the premises.

**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 Laws 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 Department.

**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 a time and material basis 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 on a time and material basis 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.

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

26.2.2 Necessary direct labor, including payroll taxes 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, 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 PRIMEDIA (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 PRIMEDIA (the "Blue Book"). The reasonable rental value is 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 percent of such rental rates; second shift shall be sixty percent of the first shift rate; and third shift shall be forty percent of the first shift rate. Equipment on standby shall be reimbursed at one-third the prorated monthly rental rate. **Contractor**-owned equipment includes equipment from rental companies affiliated with or controlled by the **Contractor**, as determined by the **Commissioner**. In establishing cost reimbursement for non-operating contractor-owned 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 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 Reasonable rental costs of non-**Contractor**-owned 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

26.2.7 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 shall be based upon the Manual Rate for such insurance for the applicable work classifications/codes, in accordance with the most recent schedule promulgated by the New York Compensation Insurance Rating Board; plus

26.2.8 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.9 Ten (10%) 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

26.2.10 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus item 26.2.9, 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

26.2.11 Five (5%) percent of the total of items in Article 26.2.6, 26.2.7, and 26.2.8 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. The cost of such Extra Work and of such omitted or reduced Work shall be computed based upon applicable Contract unit prices. Where there are no applicable Contract unit prices, the cost of such Extra Work and of such omitted or reduced Contract Work shall be computed in accordance with items 26.2.1 through 26.2.8. If the cost of such Extra Work exceeds the costs of such omitted or reduced Contract Work, the Contract price shall be increased by the difference, plus percentages for overhead and profit as provided in Articles 26.2.9 through 26.2.11. If the cost of the omitted or reduced Contract Work exceeds the cost of the Extra Work, then the Contract price shall be reduced by the difference.

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 that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this article 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 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 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 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 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, 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 disputed 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 **Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this article 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 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. 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 Agency 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 section 7-201 and 7-203 of the New York City 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 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 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;

27.6.1.1 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

27.6.2 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, 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 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 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 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 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 Corporation Counsel, the Director of the Office of Construction, 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 Laws 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.

27.8 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this article 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.

## **ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK**

28.1 While the Contractor or any of its Subcontractors is performing Extra Work on a Time and Material Basis ordered by the Commissioner under Article 25, or is performing disputed Work, or complying with a determination or order under protest in accordance with Articles 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 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** 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 for as long as such damages are incurred, 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 fully 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.

30.2 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, 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, 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, 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 or Comptroller 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 or Comptroller 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.

30.5 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 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** 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, officer, 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 Resident Engineer, or any other officer, 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 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 hours in duration.

### 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.

36.1.5 The aforesaid provisions of this article covering every **Contract** for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section 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 all information and reports including an Employment Report before the award of the Contract which are required by E.O. 50, the Rules and Regulations promulgated thereunder, and orders of the 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.

Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in the Agency declaring the Contractor to be non-responsible.

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 VIII of the Administrative Code;

36.5.2 every agreement between the **Contractor** and its **Subcontractors** in excess of \$50,000 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.); and

36.5.3 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 Section 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) calendar **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. Minimum wages shall be the rates fixed by Federal Law and regulations.

**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.

**37.4 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 wage scale as provided in Labor Law Section 220, as amended, or

**37.4.1(b)** Less than 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) and Minimum Wages (Article 37.2.6), the party responsible therefore 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 suits brought by the Corporation Counsel in the name of the City, in addition to damage for any other breach of this Contract, 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 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 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, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public work 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 work 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 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 work 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 dollars, such notice shall also include a statement that, that each worker, laborer or mechanic 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 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, which signed statement shall be maintained with the payroll records required by this Contract; and

**37.6.3.1** 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:** Provide laminated identification badges which indicate the worker's, laborer's or mechanic's name, trade, employer's name and employment starting date (month/day/year). Further, 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; 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 in Article 37.6.1 in that language or languages as may be required. The Contractor is responsible for all distributions under 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 If this Contract is for an amount greater than \$1,000,000, 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 \$750,000, 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 or Subcontractor(s) 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.

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 with the provisions of this article 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 for 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 shall maintain on the Site the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain pursuant to Labor Law Section 220. The Contractor and Subcontractor(s) shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. 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 original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker pursuant to this Chapter VIII. In addition, the Contractor and Subcontractor(s) shall furnish to the Engineer upon written demand any other information to satisfy the Engineer that this Chapter VIII and the Labor Law, as to the hours of employment and rates of wages, are being observed. The Contractor shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract.

38.2 When directed by the Engineer, the Contractor or Subcontractor shall provide the Engineer with an attendance sheet for each Day on which Work is performed on the Site. Such attendance sheet shall be in a form acceptable to the Agency and shall provide information for employees of the Contractor and Subcontractor(s).

### 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 void.

## **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 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, 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 a month, 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 such satisfactory payment application, 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 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 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 section 43.5 herein, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at a 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 NY General Business Law. Accrual of interest shall commence on the day immediately following the expiration of the seventh day following receipt of payment to the Contractor by 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 suppliers 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 When the Work in the opinion of the Commissioner, has been substantially but not entirely completed, he/she shall issue a certificate of Substantial Completion.

44.2 The Contractor shall submit with the Substantial Completion requisition:

44.2.1 A Final Verified Statement of any and all alleged claims against the City and any pending dispute resolution procedures in accord with the PPB Rules and this Contract, 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.

44.2.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the City 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 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, will have waived any such claims.

44.2.2 A Final Approved Punch List.

44.2.3 Where required, a request for a substantial or final extension of time.

44.3 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 where the **Contractor** shall fail 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.

44.4 No further partial payments shall be made to the **Contractor** after the **Commissioner** issues a **Certificate of Substantial Completion**, except the **Substantial Completion** payment and **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.

44.5 The **Contractor** acknowledges that nothing contained in this article 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. 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 and all alleged claims against the City, and any pending dispute resolution procedures in accord with the **PPB Rules** and this **Contract**, 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 Corporation Counsel of the **City** 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, is entitled 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 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 to 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 officers, 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, or those for amounts deducted by the **Commissioner** from the final requisition or by the **Comptroller** 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 officer, 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 from commencing an action for breach of Contract under this provision to the extent permitted by Law and by the terms of the Contract 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 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 the 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.

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 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 a lawsuit 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 provision 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 complete 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 previous provisions of this Chapter X shall be in addition to any and all other legal or equitable remedies permissible in the premises.

54.3 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.

54.4 The expense of such completion, 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**.

## **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 lawsuit, 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 hereinbefore provided.

56.2 Nor shall any lawsuit be instituted or maintained on any such claims unless such lawsuit is commenced within six (6) months after the date the **Commissioner** issues a **Certificate of Substantial Completion** pursuant to Article 44; except that:

56.2.1 Any claims arising out of events occurring after the date the **Commissioner** issues a **Certificate of 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 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 becomes 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 lawsuit 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 indemnify the City against any and all claims and judgments for damages for any infringement of copyright and patents or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the Work, including all costs and expenses which the City shall or may incur or be obligated to pay by reason thereof.

## ARTICLE 58. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the Contractor against any officer, 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. SERVICES OF NOTICES

59.1 The Contractor hereby designates the business 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. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the Contractor as the date of such delivery or deposit.

59.2 Such address 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, local taxes and Sales and Compensation Use Taxes of the State of New York and of cities and counties on all materials and supplies 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** or a **Subcontractor**, or to supplies and materials which even though they are consumed, are not incorporated into the completed **Work** (consumable supplies), and the **Contractor** and its **Subcontractors** shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all supplies and materials, other than consumable supplies, 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 supplies and materials shall be in full payment and consideration for the sale of such supplies and materials herein.

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, etc., 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** and labor.

62.3 The purchase by the **Contractor** of the supplies and materials sold hereunder shall be a purchase or procurement for resale and therefore not subject to the New York State or **City** Sales or Compensation Use Taxes or any such taxes of cities or counties. The sale of such supplies and materials by the **Contractor** to the **City** is exempt from the aforesaid sales or compensating use taxes. With respect to such supplies and materials, 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 supplies and materials, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such materials as the property of the **City**.

62.4 Title to all materials 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 supplies and materials to the **Site** and prior to its becoming a part of the permanent structure and/or construction. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such materials and supplies in accordance with the provisions of this **Contract**, protect them, maintain them in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional materials 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 such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** of supplies and materials to be sold hereunder shall also be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid Sales or Compensation Use Taxes, provided that the subcontract agreements provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent structure and/or construction and that such subcontract agreements are in a form similar to this **Contract** with respect to the separation of the sale of materials from the **Work** and labor, services, consumable supplies and any other matters to be provided, and provided further that the subcontract agreements provide separate prices for materials and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for supplies and materials from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and Materialmen shall obtain any and all necessary **Contractor Exempt Purchase Certificates** or **Resale Certificates** from the appropriate governmental **Agency** or

Agencies, and furnish a Contractor Exempt Purchase Certificate or Resale Certificate to all persons, firms or corporations from which they purchase supplies and materials for the performance of the Work covered by this Contract.

62.7 In the event any of the provisions of this article shall be deemed to be in conflict with any other provisions of this Contract or create any ambiguity, then the provisions of this article 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 **Agreement**, 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 herein 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 herein 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 herein 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 herein 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, 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 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 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, less salvage value, 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:

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, whichever is less, 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 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 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.

64.2.2 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 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 Material Contracts or Items: On all Contracts or items in a Contract where time and material records are specified as the basis for payment of the Work, 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 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 Cost shall not include overhead.

64.3 In no event shall any payments under this article exceed the Contract price for such items.

64.4 All payments pursuant to this article 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, 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 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 of New York, State of New York, 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 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 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 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 United States 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 State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a State Court of competent jurisdiction located in the City and State 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 State Court of competent jurisdiction in the City.**

65.3 If any provision(s) of this article 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 Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce 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, 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.

67.2 Unless specifically waived by the Commissioner with the approval of the Division of Economic and Financial Opportunity of the 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 enterprise ("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 prime 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 LBE's 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 Contract. Remedy for such breach of Contract may include the imposition of any or all of the following sanctions:

67.6.1 Reducing a 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 Where non-compliance is by an LBE, de-certifying and declaring the LBE ineligible to participate in the LBE program for a period of up to three (3) years.

#### ARTICLE 68. ANTITRUST

68.1 The Contractor hereby assigns, sells and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust Laws of New York State or of the United States relating to the particular goods or services purchased or procured by the City under this Contract.

#### ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective Contractors:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local Law provides for certain restrictions on City Contracts to express the opposition of the people of the City to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective Contractors for Contracts to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their Contract, that any business operations in Northern Ireland conducted by the Contractor and any individual or legal entity in which the Contractor holds a ten (10%) percent or greater ownership interest in the Contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective Contractors are not required to agree to these conditions. However, in the case of Contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a Contract to supply goods, services or contraction of comparable quality, the Agency shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law and rules, 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 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. HEALTH INSURANCE COVERAGE**

70.1 If the price for which this Contract was awarded exceeds \$100,000, or if the price for which this Contract was awarded when combined with other construction or services contracts awarded the Contractor by the City in the year prior to award of this Contract exceeds \$100,000, the Contractor, following registration of the Contract, shall be required to submit responses to requests for information regarding the nature of any health insurance provided by the Contractor to its employees and their spouses and domestic partners, upon request of the Agency or other designated City agency.

#### **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 3.

**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 of: *Five Hundred* Dollars, (\$ *534,300.00* ), 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.

*Plity Four Thousand Three Hundred and 00/100* ←

**ARTICLE 76. ELECTRONIC FUNDS TRANSFER**

76.1 In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, 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 Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. 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 agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §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 contracting agency may waive the requirements hereunder 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 - PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS  
ENTERPRISES IN CITY PROCUREMENT**

**NOTICE TO ALL PROSPECTIVE CONTRACTORS**

**ARTICLE I. M/WBE PROGRAM**

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the 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 made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below. The Contractor must comply with all applicable M/WBE requirements for this Contract. Schedule B of the Contract ("Subcontractor Utilization Plan") is included in the Bid Booklet.

Article I, Part A, below, sets forth provisions related to the participation goals for construction 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  
AND PROFESSIONAL SERVICES CONTRACTS**

1. The Target Subcontracting Percentage applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)). The "Target Subcontracting Percentage" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the Target Subcontracting Percentage, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at [poped@ddc.nyc.gov](mailto:poped@ddc.nyc.gov) or via facsimile at (718) 391-1885. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The Subcontractor Participation Goals established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)). The Subcontractor Participation Goals represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If Subcontractor Participation Goals have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the Subcontractor Participation Goals, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If Subcontractor 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, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to



award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, 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 **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

**THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, THE VENDOR 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 PLAN 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 EMAILED OR FAXED (IF THE VENDOR 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.**

5. Where a Subcontractor 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. **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 Subcontractor Participation Goals established for this Contract by proposing one or more subcontractors that are M/WBEs for any portion of the Wicks trade work if the amount to be awarded to such M/WBE subcontractor is under \$1 million. 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. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7<sup>th</sup> floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311.

7. Where a Subcontractor 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); 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 hired pursuant to such plan, 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 Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. **Pre-award waiver of Target Subcontracting Percentage.** Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, 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 for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. **Modification of Subcontractor Utilization Plan.** A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) 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 Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor 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 **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (a) 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;
- (b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;
- (d) 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 Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (e) 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;
- (f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;
- (g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (h) 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.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE 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 **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

## PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor 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 Subcontractor Utilization Plan.
2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.
4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, 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 M/WBE's to meet the required **Subcontractor 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 Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering 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 this Section 6-129, including, but not limited to any Subcontractor 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) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, 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) exercise 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) take any other appropriate remedy.

4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor 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 subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor 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 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), 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 or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

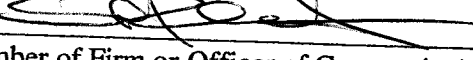
7. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

*Deputy*  
IN WITNESS WHEREOF, the <sup>1</sup>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:   
Deputy Commissioner

CONTRACTOR:

By:   
(Member of Firm or Officer of Corporation)

Title: Treasurer

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

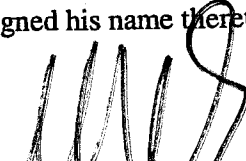
  
Secretary

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NY County of Queens ss:

On this 17 day of June 2013, before me personally came Sergios Pacondas to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_  
91 school rd. W. Manhasset NS 07746 that he is the Treasurer of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN  
Notary Public, State of New York  
Registration #01AY5014042  
Qualified In Queens County  
Commission Expires July 15, 2015

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:

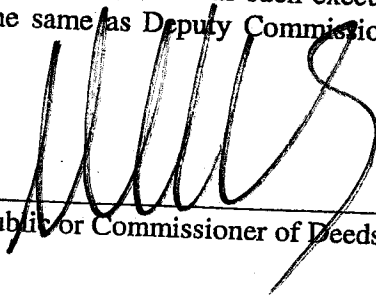
On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 18<sup>th</sup> day of June 2013 before me personally came David Runch 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 he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

  
\_\_\_\_\_  
Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN  
Notary Public, State of New York  
Registration #01AY5014042  
Qualified In Queens County  
Commission Expires July 16, 2015

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

*Five Hundred Thirty-Four Thousand  
Three Hundred and 00/100*

Dollars (\$ 534,300.00 )

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.

*[Signature]*  
\_\_\_\_\_  
Deputy 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 80 to 83): 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;



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/13/2013

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 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).

<b>PRODUCER</b> Capacity Group of New York LLC 900 Merchants Concourse Suite 414 Westbury NY 11590	<b>CONTACT NAME:</b> Jennifer Loffredo		
	<b>PHONE (A/C No, Ext):</b> 516-280-7676	<b>FAX (A/C, No):</b> 516-280-7677	
<b>E-MAIL ADDRESS:</b> J.Loffredo@CapacityNY.com			
<b>INSURED</b> 263 NSP Enterprises Inc 247 52nd Street Brooklyn NY 11220	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> American Empire Surplus Lines Insur		35351
	<b>INSURER B:</b> Tower Insurance Company of New York		44300
	<b>INSURER C:</b> Castlepoint Ins. Co.		17205
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1553162751

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	12CG72626	12/1/2012	12/1/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							Policy Aggregate	\$5,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	Y	CAC700542400	7/7/2012	7/7/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	OCCUR	Y	Y	CXGDN0155212	12/1/2012
							12/1/2013	
							EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A				
							WC STATUTORY LIMITS	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Subject to Policy Terms and Conditions...  
 FMS ID: LQQ122-DL  
 E-PIN: 85013B0021001  
 DDC PIN: 8502013LQ0001C  
 Douglaston & North Hills Libraries Roofing Projects, Borough of Queens  
 New York City Department of Design & Construction and the City of New York, including its officials and employees are included as Additional Insureds where required by contract with regards to work being done by the Insured on their behalf.

**CERTIFICATE HOLDER****CANCELLATION**

New York City Department of Design & Construction 30-30 Thomson Avenue Long Island City NY 11101	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 <i>Michael Dini</i>





# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100  
Phone: (888) 997-3863

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 112698476  
NSP ENTERPRISES INC  
247 52ND STREET  
BROOKLYN NY 11220

**POLICYHOLDER**  
NSP ENTERPRISES INC  
247 52ND STREET  
BROOKLYN NY 11220

**CERTIFICATE HOLDER**  
CITY OF NEW YORK DEPARTMENT OF  
DESIGN & CONSTRUCTION  
3030 THOMPSON AVENUE  
LONG ISLAND CITY NY 11101

<b>POLICY NUMBER</b> Z 1317 828-0	<b>CERTIFICATE NUMBER</b> 870469	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 01/01/2011 TO 01/01/2014	<b>DATE</b> 9/25/2012
--------------------------------------	-------------------------------------	---	--------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1317 828-0 UNTIL 01/01/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 01/01/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

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

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 103437776



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

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)</p> <p>NSP Enterprises, Inc. 247 52nd Street Brooklyn, NY 11220</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of New York Department of Design &amp; Construction 3030 Thompson Ave Long Island City NY 11101</p>	<p>3a. Name of Insurance Carrier Liberty Life Assurance Company of Boston</p> <p>3b. Policy Number of entity listed in box "1a": GS3-821-080363-01-NY</p> <p>3c. Policy effective period: 1/1/2013 to 1/1/2014</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 April 5, 2013 By michelle.federico@libertymutual.com  
Digitally signed by michelle.federico@libertymutual.com  
 DN: cn=michelle.federico@libertymutual.com  
 Date: 2013.04.05 16:05:09 -0400  
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 781-891-8900 x.27162 Title Senior Contract Analyst

**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 purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
 (Signature of NYS Workers' 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". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

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.



SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Broker's Certification

[Pursuant to Article 22.3.1(a) of the Contract, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

**CERTIFICATION BY BROKER**

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

Capacity Group of New York LLC

[Name of broker (typewritten)]

900 Merchants Concourse, Ste 414, Westbury, NY 11590

[Address of broker (typewritten)]

*Michael Duni*

[Signature of authorized official or broker]

Michael Duni, President

[Name and title of authorized official (typewritten)]

Sworn to before me this  
13th day of June, 2013

*[Signature]*  
NOTARY PUBLIC

JOSEPH G FESTA  
Notary Public - State of New York  
NO. 01FE6201887  
Qualified in Nassau County  
My Commission Expires 3/1/17



**Performance Bond #1 (Pages 80 to 83): 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)

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

**Performance Bond #1 (Pages 80 to 83): 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 \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_ (L.S.)  
Principal

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Performance Bond #1 (Pages 80 to 83): 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 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\* \* \* \* \*

Affix Acknowledgments and Justification of Sureties

**Performance Bond #2 (Pages 84 to 87): 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, \_\_\_\_\_

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;



**Performance Bond #2 (Pages 84 to 87): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page2)

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 failure so to do, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default, and shall protect the said City of New York against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said City or its officers or agents of 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 doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said PRINCIPAL, or his (their, its) agents or servants, or the improper performance of the said work by the said PRINCIPAL, or his (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, 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, if requested to do so by the City, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if the City determines that the Principal, for any cause, has failed or neglected to fully perform and complete such Work. The Surety (Sureties) further agrees 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 such time as the City may fix. 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 Work to be performed thereunder, or by any payment 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 84 to 87): 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_ (L.S.)  
Principal

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Performance Bond #2 (Pages 84 to 87): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\* \* \* \* \*

Affix Acknowledgments and Justification of Sureties.

**Payment Bond (Pages 88 to 91): 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, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 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

**Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 2)

engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

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

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

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

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

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

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

**Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 3)

IN WITNESS HEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_ (L.S.)  
Principal

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

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 88 to 91): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\* \* \* \* \*

Affix Acknowledgments and Justification of Sureties

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Pursuant to Labor Law §220 (3) 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. Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

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 for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov). The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1<sup>st</sup> of each succeeding year. Final schedules are published on or about July 1<sup>st</sup> in the City Record and on our web site at [www.comptroller.nyc.gov](http://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.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasył Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

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.

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. Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

Prevailing Rate Schedule Information: The information below is intended to assist you in meeting your prevailing wage rate obligation.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Covered Workers:** Any and all individuals who are engaged, employed or otherwise occupied as Workers, Laborers or Mechanics on the public work site.

**Supplemental Benefits:** Employers may meet supplemental benefits obligation by paying the hourly supplemental benefits rate to their employees in cash. Such cash payments are considered income to the employee. Employers who elect to provide bona fide supplemental benefits to their employees will be given hourly cash credit for such benefits up to the hourly benefits rate set forth in the applicable schedule for the relevant trade or occupation at issue.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

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.

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.

**Benefits are paid for EACH HOUR WORKED unless otherwise noted.**

Wasyi Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**ASBESTOS HANDLER**

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

**Asbestos Handler**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.10

Supplemental Benefit Rate per Hour: \$14.85

**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)

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**BLASTER**

**Blaster**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.20

Supplemental Benefit Rate per Hour: \$37.29

**Blaster (Hydraulic)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.95

Supplemental Benefit Rate per Hour: \$37.29

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Blaster - Trac Drill Hydraulic**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$38.96  
Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$38.24  
Supplemental Benefit Rate per Hour: \$37.29

**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: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$37.29  
Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Powder Carriers**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$33.73  
Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Hydraulic Trac Drill Chuck Tender**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$32.57  
Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Chuck Tender & Nipper**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$31.88  
Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$19.26  
Supplemental Benefit Rate per Hour: \$37.29

**Overtime Description**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

For Blaster - Magazine Keepers: (Watch Person) only - time and one half the regular rate for work after an 8 hour day, Saturday, Sunday and holidays listed below.

### Overtime

Double time 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  
Presidential Election 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)

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## BOILERMAKER

### Boilermaker

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$47.98**

Supplemental Benefit Rate per Hour: **\$37.88**

Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - \$56.36; For double overtime - \$74.86.

### 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## BRICKLAYER

### Bricklayer

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$46.44  
Supplemental Benefit Rate per Hour: \$27.53

### 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.



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  
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)

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**CARPENTER - BUILDING COMMERCIAL**

**Building Commercial**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.15

Supplemental Benefit Rate per Hour: \$38.50

**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  
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)

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## CARPENTER - HEAVY CONSTRUCTION WORK (Construction of Engineering Structures and Building Foundations)

### Heavy Construction Work

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.74

Supplemental Benefit Rate per Hour: \$42.37

### 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 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

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## **CEMENT & CONCRETE WORKER**

### **Cement & Concrete Worker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$38.98**

Supplemental Benefit Rate per Hour: **\$25.67**

Supplemental Note: **\$28.42 on Saturdays; \$31.17 on Sundays & Holidays**

### **Overtime Description**

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

### **Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day before Christmas Day

1/2 day before New Year's Day

### **Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

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## **CEMENT MASON**

### **Cement Mason**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$42.50**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$39.06**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$57.56**

### **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

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.

(Local #780)

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## **CORE DRILLER**

### **Core Driller**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$35.44**

Supplemental Benefit Rate per Hour: **\$19.75**

### **Core Driller Helper**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$19.75**

### **Core Driller Helper(Third year in the industry)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$19.75

**Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$19.75

**Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$19.75

**Overtime Description**

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Shift Rates**

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)

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**DERRICKPERSON AND RIGGER**

**Derrick Person & Rigger**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$42.07

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$43.49 - For work performed in Staten Island.

**Derrick Person & Rigger - Site Work**

For site work where no rigging is involved.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$31.32

**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

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

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**DIVER**

**Diver (Marine)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.95

Supplemental Benefit Rate per Hour: \$42.37

**Diver Tender (Marine)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.10

Supplemental Benefit Rate per Hour: \$42.37

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

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## DOCKBUILDER - PILE DRIVER

### Dockbuilder - Pile Driver

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.74

Supplemental Benefit Rate per Hour: \$42.37

### 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.

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  
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 10:00 P.M., shall work eight and one half hours allowing for one half hour for lunch but will be paid the straight time hourly wage for 9 hours and the straight time supplemental benefits for 8 hours.

(Carpenters District Council)

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**DRIVER: TRUCK (TEAMSTER)**

**Driver - Automobile Chauffeur (Dump Truck)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.84

Supplemental Benefit Rate per Hour: \$36.93

**Driver - Heavy Equipment Trailer Driver**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.34

Supplemental Benefit Rate per Hour: \$36.93

Note: For time and one half overtime Wage Rate - \$53.76; for double time overtime Wage Rate - \$71.68

**Driver - Euclid & Turnapull Operator**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.41

Supplemental Benefit Rate per Hour: \$36.93

**Driver - Six Wheeler(3 Axle) Tractors & Trailers**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.84



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\$220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$36.93

Note: For time and one half overtime Wage Rate - \$54.62; for double time overtime Wage Rate - \$72.82

### Driver - Boom Truck

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.09

Supplemental Benefit Rate per Hour: \$36.93

Note: For time and one half overtime Wage Rate - \$54.62; for double time overtime Wage Rate - \$72.82

### 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).

President's Day

Columbus Day

Veteran's Day

Day after Thanksgiving

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**Driver - Redi-Mix Driver (Sand & Gravel)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.47

Supplemental Benefit Rate per Hour: \$38.65

**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

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #282)

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**ELECTRICIAN**

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**Electrician "A" (Regular Day)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$51.00  
Supplemental Benefit Rate per Hour: \$42.45

**Electrician "A" (Regular Day Overtime)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$76.50  
Supplemental Benefit Rate per Hour: \$45.13

**Electrician "A" (Day Shift)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$51.00  
Supplemental Benefit Rate per Hour: \$42.45

**Electrician "A" (Day Shift Overtime After 8 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$76.50  
Supplemental Benefit Rate per Hour: \$45.13

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$59.84  
Supplemental Benefit Rate per Hour: \$48.20

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$89.76  
Supplemental Benefit Rate per Hour: \$51.36

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$67.03  
Supplemental Benefit Rate per Hour: \$53.07

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$100.55  
Supplemental Benefit Rate per Hour: \$56.60

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### **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**

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.

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### **Electrician "M" (First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.30

Supplemental Benefit Rate per Hour: \$17.52

### **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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.95

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Supplemental Benefit Rate per Hour: \$18.85

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

Local #3)

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**ELECTRICIAN - ALARM TECHNICIAN**

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

**Alarm Technician**

Effective Period: 7/1/2012 – 3/9/2013

Wage Rate per Hour: \$29.90

Supplemental Benefit Rate per Hour: \$13.70

Supplemental Note: \$12.20 only after 8 hours worked in a day

Effective Period: 3/10/2013 - 6/30/2013

Wage Rate per Hour: \$30.40

Supplemental Benefit Rate per Hour: \$13.90

Supplemental Note: \$12.40 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans 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

(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$51.00  
Supplemental Benefit Rate per Hour: \$44.18

**Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$38.66  
Supplemental Benefit Rate per Hour: \$34.12

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.10

Supplemental Benefit Rate per Hour: \$30.84

**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)

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**ELEVATOR CONSTRUCTOR**

**Elevator Constructor**

Effective Period: 7/1/2012 - 3/16/2013

Wage Rate per Hour: \$55.20

Supplemental Benefit Rate per Hour: \$32.78

Effective Period: 3/17/2013- 6/30/2013

Wage Rate per Hour: \$57.01

Supplemental Benefit Rate per Hour: \$34.48

**Overtime Description**

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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)

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## ELEVATOR REPAIR & MAINTENANCE

### Elevator Service/Modernization Mechanic

Effective Period: 7/1/2012 – 3/16/2013

Wage Rate per Hour: \$43.79

Supplemental Benefit Rate per Hour: \$31.37

Effective Period: 3/17/2013 - 6/30/2013

Wage Rate per Hour: \$45.14

Supplemental Benefit Rate per Hour: \$33.02

### Overtime Description

For Service Work: Double time - all work 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.



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**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**

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

**Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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**ENGINEER**

**Engineer - Heavy Construction Operating Engineer I**

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.75

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$94.00

**Engineer - Heavy Construction Operating Engineer II**

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Loaders 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$57.00

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$91.20

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$56.74

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$90.78

**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$74.44

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$119.10

**Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.56

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$60.10

**Engineer - Heavy Construction Maintenance Engineer IV**

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**on Pumps and Mixers including mud sucking**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$38.53**

Supplemental Benefit Rate per Hour: **\$31.07**

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: **\$61.65**

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$54.09**

Supplemental Benefit Rate per Hour: **\$31.07**

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: **\$86.54**

**Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$51.19**

Supplemental Benefit Rate per Hour: **\$31.07**

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: **\$81.90**

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$35.50**

Supplemental Benefit Rate per Hour: **\$31.07**

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: **\$56.80**

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$54.33**

Supplemental Benefit Rate per Hour: **\$29.66**

Supplemental Note: \$53.17 on overtime

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Shift Wage Rate: \$86.93

**Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.91

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

Shift Wage Rate: \$81.46

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$39.04

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

Shift Wage Rate: \$62.46

**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

Labor Day

Columbus Day

Election 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

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**Engineer - Building Work Maintenance Engineers I**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$51.62

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

### Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.34

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$49.12

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

### Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.75

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 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.

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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)

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**ENGINEER - CITY SURVEYOR AND CONSULTANT**

**Party Chief**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$34.61**

Supplemental Benefit Rate per Hour: **\$17.30**

**Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$28.59**

Supplemental Benefit Rate per Hour: **\$17.30**

**Rodperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$24.79**

Supplemental Benefit Rate per Hour: **\$17.30**

**Overtime Description**

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Operating Engineer Local #15-D

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**ENGINEER - FIELD (BUILDING CONSTRUCTION)**  
**(Construction of Building Projects, Concrete Superstructures, etc.)**

**Field Engineer - BC Party Chief**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$53.64**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime Benefit Rate - \$37.48 per hour (time & one half) \$48.00 per hour (double time).

**Field Engineer - BC Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$41.94**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime Benefit Rate - \$37.48 per hour (time & one half) \$48.00 per hour (double time).

**Field Engineer - BC Rodperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$27.52**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime Benefit Rate - \$37.48 per hour (time & one half) \$48.00 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Operating Engineer Local #15-D

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**ENGINEER - FIELD (HEAVY CONSTRUCTION)**  
**(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)**

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$60.28**

Supplemental Benefit Rate per Hour: **\$29.73**

Supplemental Note: Overtime benefit rate - \$41.40 per hour (time & one half), \$53.06 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$44.28**

Supplemental Benefit Rate per Hour: **\$29.73**

Supplemental Note: Overtime benefit rate - \$41.40 per hour (time & one half), \$53.06 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$37.11**

Supplemental Benefit Rate per Hour: **\$29.73**

Supplemental Note: Overtime benefit rate - \$41.40 per hour (time & one half), \$53.06 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



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Operating Engineer Local #15-D

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## **ENGINEER - FIELD (STEEL ERECTION)**

### **Field Engineer - Steel Erection Party Chief**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$54.50**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime benefit rate - \$37.48 per hour (time & one half), \$48.00 per hour (double time).

### **Field Engineer - Steel Erection Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$42.63**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime benefit rate - \$37.48 per hour (time & one half), \$48.00 per hour (double time).

### **Field Engineer - Steel Erection Rodperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$28.84**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime benefit rate - \$37.48 per hour (time & one half), \$48.00 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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

(Local #15-D)

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## **ENGINEER - OPERATING**

### **Operating Engineer - Road & Heavy Construction I**

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$64.38**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$103.01**

### **Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$66.70**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **51.85** overtime hours

Shift Wage Rate: **\$106.72**

### **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$68.86**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$110.18**

### **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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$67.21

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$107.54

**Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$65.86

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$105.38

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$62.51

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$100.02

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.27

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$80.43

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.37

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$46.38

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$56.24**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$89.98**

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$54.50**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$87.20**

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$42.11**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$67.38**

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$63.18**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$101.09**

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Well Drilling Machines, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$61.14**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$97.82**

**Operating Engineer - Road & Heavy Construction XIV**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Concrete Mixer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$58.34**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$93.49**

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$39.03**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$62.45**

**Operating Engineer - Road & Heavy Construction XVI**

Concrete Breaking Machines, Single Drum Hoists, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$55.73**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$89.17**

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$56.19**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$89.90**

**Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$81.09**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Shift Wage Rate: \$129.74

**Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$59.25

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$94.80

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$57.65

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$92.24

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$48.46

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$77.54

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$63.49

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.91

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$50.31**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$67.62**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$108.19**

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes and Fork Lifts.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$64.91**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$103.86**

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$37.87**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$60.59**

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$57.60**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**Operating Engineer - Building Work I**

Forklifts, House Cars, Rack and Pinion, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$53.09

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work II**

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), House Car (settlement basis only), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$39.35

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$60.66

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$64.35

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$59.17

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work VI**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**Pole Hoist, Single Drum Hoists.**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$58.53**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

**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

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**

Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

Operating Engineer Local #14)

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**FLOOR COVERER**

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

**Floor Coverer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$46.15**

Supplemental Benefit Rate per Hour: **\$38.50**

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  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
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)

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## GLAZIER (New Construction, Remodeling, and Alteration)

### Glazier

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$40.00

Supplemental Benefit Rate per Hour: \$32.89

Supplemental Note: Supplemental Benefit Overtime Rate: \$40.54

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$33.24

Supplemental Note: Supplemental Benefit Overtime Rate: \$41.24

## Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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

### 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)

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## 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 \$105,000. 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: 7/1/2012 - 4/30/2013

Wage Rate per Hour: \$23.40

Supplemental Benefit Rate per Hour: \$18.04

Effective Period: 5/1/2013 - 6/30/2013

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$18.54

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.

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)

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**HEAT AND FROST INSULATOR**

**Heat & Frost Insulator**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$54.28**

Supplemental Benefit Rate per Hour: **\$31.36**

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Double 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)

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## **HOUSE WRECKER (TOTAL DEMOLITION)**

### **House Wrecker - Tier A**

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.00

Supplemental Benefit Rate per Hour: \$24.15

### **House Wrecker - Tier B**

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$23.05

Supplemental Benefit Rate per Hour: \$17.85

### **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).

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New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**

**Iron Worker - Ornamental**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$41.50**

Supplemental Benefit Rate per Hour: **\$39.52**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

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)

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## IRON WORKER - STRUCTURAL

### Iron Worker - Structural

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$45.05

Supplemental Benefit Rate per Hour: \$57.85

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

### 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

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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**LABORER**  
**(Foundation, Concrete, Excavating, Street Pipe Layer and Common)**

**Laborer**

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$38.70**

Supplemental Benefit Rate per Hour: **\$31.75**

**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

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

Labor Day

Thanksgiving Day

**Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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## **LANDSCAPING**

(Landscaping tasks, 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$24.25**

Supplemental Benefit Rate per Hour: **\$12.30**

### **Landscaper (3 - 6 years experience)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$23.25**

Supplemental Benefit Rate per Hour: **\$12.30**

### **Landscaper (up to 3 years experience)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$20.75**

Supplemental Benefit Rate per Hour: **\$12.30**

### **Groundperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$20.75**

Supplemental Benefit Rate per Hour: **\$12.30**

### **Tree Remover / Pruner**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$29.25**

Supplemental Benefit Rate per Hour: **\$12.30**

### **Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$19.25**

Supplemental Benefit Rate per Hour: **\$12.30**

### **Watering – Plant Maintainer**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$14.25**

Supplemental Benefit Rate per Hour: **\$12.30**

### Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

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## MARBLE MECHANIC

### Marble Setter

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$49.19**

Supplemental Benefit Rate per Hour: **\$32.24**

### Marble Finisher

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$39.05**

Supplemental Benefit Rate per Hour: **\$31.43**

### Marble Polisher

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$34.73**

Supplemental Benefit Rate per Hour: **\$24.60**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### 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  
Christmas Day

### Paid Holidays

One

(Local #7)

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## MASON TENDER

### Mason Tender

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$34.24**

Supplemental Benefit Rate per Hour: **\$24.40**

### 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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**MASON TENDER (INTERIOR DEMOLITION WORKER)**

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

**Mason Tender Tier A**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.87

Supplemental Benefit Rate per Hour: \$19.22

**Mason Tender Tier B**

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$23.07

Supplemental Benefit Rate per Hour: \$13.53

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Local #79)

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**METALLIC LATHER**

**Metallic Lather**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$41.23**

Supplemental Benefit Rate per Hour: **\$38.35**

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

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

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## MILLWRIGHT

### Millwright

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.19

Supplemental Benefit Rate per Hour: \$45.67

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$43.93**

Supplemental Benefit Rate per Hour: **\$33.08**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$44.05 per hour.

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$42.36**

Supplemental Benefit Rate per Hour: **\$33.08**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$44.05 per hour.

### **Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$42.36**

Supplemental Benefit Rate per Hour: **\$33.08**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$44.05 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)

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## **PAINTER**

### **Painter - Brush & Roller**

Effective Period: 7/1/2012 – 10/31/2012

Wage Rate per Hour: **\$35.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

Effective Period: 11/1/2012 - 4/30/2013

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

Effective Period: 5/1/2013 - 6/30/2013

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

### **Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2012 – 10/31/2012

Wage Rate per Hour: **\$38.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

Effective Period: 11/1/2012 - 4/30/2013

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

Effective Period: 5/1/2013 - 6/30/2013

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Thanksgiving Day  
Christmas Day

**Paid Holidays**  
None

(District Council of Painters #9)

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**PAINTER - SIGN**

**Designer**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$36.15  
Supplemental Benefit Rate per Hour: \$9.66

**Journey person**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$33.62  
Supplemental Benefit Rate per Hour: \$9.66

**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.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

Local #8A-28A)

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## **PAINTER - STRIPER**

### **Striper (paint)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$31.00**

Supplemental Benefit Rate per Hour: **\$10.56**

Supplemental Note: Overtime Supplemental Benefit rate - \$6.46

### **Lineperson (thermoplastic)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$10.56**

Supplemental Note: Overtime Supplemental Benefit rate - \$6.46

### **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.

Time and one half the regular rate for work on the following holiday(s).

### **Paid Holidays**

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

### **Shift Rates**

15% night shift premium differential for all work performed after 9:00 P.M.

### **Vacation**

Employees with one to three 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 three to ten years service receive two weeks vacation. Employees with ten or more years service receive three weeks vacation. Vacation must be taken during winter months.

(Local #917)

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## **PAINTER - STRUCTURAL STEEL**

### **Painters on Structural Steel**

Effective Period: 7/1/2012 - 9/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$46.25  
Supplemental Benefit Rate per Hour: \$31.58

Effective Period: 10/1/2012 - 6/30/2013  
Wage Rate per Hour: \$47.00  
Supplemental Benefit Rate per Hour: \$32.08

**Painter - Power Tool**

Effective Period: 7/1/2012 - 9/30/2013  
Wage Rate per Hour: \$52.25  
Supplemental Benefit Rate per Hour: \$31.58

Effective Period: 10/1/2012 - 6/30/2013  
Wage Rate per Hour: \$53.00  
Supplemental Benefit Rate per Hour: \$32.08

**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)

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**PAPERHANGER**

**Paperhanger**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$37.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$29.23**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

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## PAVER AND ROADBUILDER

### Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$42.86**

Supplemental Benefit Rate per Hour: **\$32.15**

### 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$38.99**

Supplemental Benefit Rate per Hour: **\$32.15**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**Production Paver & Roadbuilder - Screed Person**

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$45.00

Supplemental Benefit Rate per Hour: \$32.15

**Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$44.49

Supplemental Benefit Rate per Hour: \$32.15

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$41.20

Supplemental Benefit Rate per Hour: \$32.15

**Overtime Description**

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 15%, except if an employee works on production paving on New Year's Day or Christmas Day, they receive the single time rate plus one day's pay for the holiday worked.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Paid Holidays**

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

**Gift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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 fifteen percent (15%) over the single time rate, except that production paving work shall be paid at 25% over the single time rate. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

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## PLASTERER

### Plasterer

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$26.80

### 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

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

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## PLASTERER - TENDER

### Plasterer - Tender

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$34.24

Supplemental Benefit Rate per Hour: \$24.40

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

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## PLUMBER

### Plumber

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$51.76**

Supplemental Benefit Rate per Hour: **\$37.19**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$74.10**

### 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 million or less, and for public works jobs where the plumbing contract 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)

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### PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$32.96**

Supplemental Benefit Rate per Hour: **\$15.93**

### Overtime

Time and one half the regular rate after an 8 hour day.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

None

(Plumbers Local # 1)

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## PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.69

Supplemental Benefit Rate per Hour: \$25.46

### 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.  
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER: PUMP & TANK**  
**(Installation and Maintenance)**

**Plumber - Pump & Tank**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$31.56

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING  
RENOVATION)**

**Pointer - Waterproofer, Caulker Mechanic**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$44.63**

Supplemental Benefit Rate per Hour: **\$23.10**

**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)

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**ROOFER**

**Roofer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$38.00**

Supplemental Benefit Rate per Hour: **\$27.07**

**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

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  
Presidential Election 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)

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## SANDBLASTER - STEAMBLASTER (Exterior Building Renovation)

### Sandblaster / Steamblaster

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$23.10

### 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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)

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**SHEET METAL WORKER**

**Sheet Metal Worker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$45.65**

Supplemental Benefit Rate per Hour: **\$40.50**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

**Sheet Metal Worker - Fan Maintenance**

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$36.52**

Supplemental Benefit Rate per Hour: **\$40.50**

**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

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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 (seven 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. No journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

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**SHEET METAL WORKER - SPECIALTY  
(Decking & Siding)**

**Sheet Metal Specialty Worker**

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.09

Supplemental Benefit Rate per Hour: \$22.06

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Local #28)

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**SIGN ERECTOR**

(Sheet Metal, Plastic, Electric, and Neon)

**Sign Erector**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$41.55

Supplemental Benefit Rate per Hour: \$39.32

**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)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## STEAMFITTER

### Steamfitter I

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.75

Supplemental Benefit Rate per Hour: \$49.68

Supplemental Note: Overtime supplemental benefit rate: \$98.62

### 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.

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### 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.75

Supplemental Benefit Rate per Hour: \$49.68

Supplemental Note: Overtime supplemental benefit rate: \$98.62

### 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.



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  
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

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**STEAMFITTER - REFRIGERATION AND AIR CONDITIONER  
(Maintenance and Installation Service Person)**

**Refrigeration and Air Conditioner Mechanic**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.30

Supplemental Benefit Rate per Hour: \$11.76

**Refrigeration and Air Conditioner Service Person V (4th year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$29.82

Supplemental Benefit Rate per Hour: \$10.71

**Refrigeration and Air Conditioner Service Person IV (3rd year)**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$24.71**

Supplemental Benefit Rate per Hour: **\$9.80**

**Refrigeration and Air Conditioner Service Person III (2nd year)**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$21.21**

Supplemental Benefit Rate per Hour: **\$9.12**

**Refrigeration and Air Conditioner Service Person II (2nd six months)**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$17.60**

Supplemental Benefit Rate per Hour: **\$8.50**

**Refrigeration and Air Conditioner Service Person I (1st six months)**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 6/30/2013

Wage Rate per Hour: **\$10.95**

Supplemental Benefit Rate per Hour: **\$7.90**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

**Paid Holidays**

New Year's Day

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  
Christmas Day

(Local #638B)

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## STONE MASON - SETTER

### Stone Mason - Setters

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$47.72**

Supplemental Benefit Rate per Hour: **\$35.28**

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

### Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**TAPER**

**Drywall Taper**

Effective Period: 7/1/2012 – 12/25/2012

Wage Rate per Hour: **\$43.32**

Supplemental Benefit Rate per Hour: **\$21.66**

Effective Period: 12/26/2012 - 6/30/2013

Wage Rate per Hour: **\$43.82**

Supplemental Benefit Rate per Hour: **\$21.66**

**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.

**Shift Rates**

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

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**TELECOMMUNICATION WORKER  
(Voice Installation Only)**

**Telecommunication Worker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$35.94**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

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**

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.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

## TILE FINISHER

### Tile Finisher

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.17

Supplemental Benefit Rate per Hour: \$26.76

### 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)

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## TILE LAYER - SETTER

### Tile Layer - Setter

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$47.75

Supplemental Benefit Rate per Hour: \$30.83

### 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

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)

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## TIMBERPERSON

### Timberperson

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.63

Supplemental Benefit Rate per Hour: \$41.99

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

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 10:00 P.M., shall work eight and one half hours but will be paid for 9 hours, including benefits at the straight time rate for 8 hours.

(Local #1536)

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**TUNNEL WORKER**

**Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.85

**Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.19

Supplemental Benefit Rate per Hour: \$45.29

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$49.27

Supplemental Benefit Rate per Hour: \$44.51

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$48.37

Supplemental Benefit Rate per Hour: \$43.67

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$48.37

Supplemental Benefit Rate per Hour: \$43.67

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$42.09  
Supplemental Benefit Rate per Hour: \$41.41

**Blasters (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$49.62  
Supplemental Benefit Rate per Hour: \$44.75

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$47.48  
Supplemental Benefit Rate per Hour: \$42.84

**All Others (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$43.87  
Supplemental Benefit Rate per Hour: \$39.62

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$37.98  
Supplemental Benefit Rate per Hour: \$34.27

**Overtime Description**

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.

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #147)

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**WELDER  
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE  
PERFORMING THE WORK.**

**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.

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**ASBESTOS HANDLER**

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

**Asbestos Handler (First 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 78% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.85

**Asbestos Handler (Second 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.85

**Asbestos Handler (Third 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 83% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.85

**Asbestos Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 89% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.85

(Local #78)

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**BOILERMAKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Boilermaker (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$27.41

**Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$28.91

**Boilermaker (Second Year: 2nd Six Months)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$30.40

**Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$31.89

**Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 85% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$33.38

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.88

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$36.38

(Local #5)

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**BRICKLAYER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Third 750 Hours)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

Bricklayer District Council)

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**CARPENTER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Carpenter (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Carpenter (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Carpenter (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Carpenter (Fourth Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

(Carpenters District Council)

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**CEMENT MASON**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Cement Mason (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

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**CEMENT AND CONCRETE WORKER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Cement & Concrete Worker (0 - 500 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$17.54

**Cement & Concrete Worker (501 - 1000 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$18.37

**Cement & Concrete Worker (1001 - 2000 hours)**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$23.75

**Cement & Concrete Worker (2001 - 4000 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$24.57

(Cement Concrete Workers District Council)

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**DERRICKPERSON & RIGGER (STONE)**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

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**DOCKBUILDER/PILE DRIVER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

(Carpenters District Council)

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**ELECTRICIAN**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Electrician (First Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$14.25  
Supplemental Benefit Rate per Hour: \$11.19  
Overtime Wage Rate Per Hour: \$21.38  
Overtime Supplemental Rate Per Hour: \$11.96

**Electrician (First Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$11.50  
Supplemental Benefit Rate per Hour: \$9.86  
Overtime Wage Rate Per Hour: \$17.25  
Overtime Supplemental Rate Per Hour: \$10.48

**Electrician (Second Year - Hired before 5/10/07)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$17.05  
Supplemental Benefit Rate per Hour: \$12.54  
Overtime Wage Rate Per Hour: \$25.58  
Overtime Supplemental Rate Per Hour: \$13.47

**Electrician (Second Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$13.50  
Supplemental Benefit Rate per Hour: \$10.83  
Overtime Wage Rate Per Hour: \$20.25  
Overtime Supplemental Rate Per Hour: \$11.56

**Electrician (Third Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$19.15  
Supplemental Benefit Rate per Hour: \$13.56  
Overtime Wage Rate Per Hour: \$28.73  
Overtime Supplemental Rate Per Hour: \$14.60

**Electrician (Third Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$15.50  
Supplemental Benefit Rate per Hour: \$11.79  
Overtime Wage Rate Per Hour: \$23.25  
Overtime Supplemental Rate Per Hour: \$12.63

**Electrician (Fourth Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$21.10  
Supplemental Benefit Rate per Hour: \$14.50  
Overtime Wage Rate Per Hour: \$31.65  
Overtime Supplemental Rate Per Hour: \$15.65

**Electrician (Fourth Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$17.50  
Supplemental Benefit Rate per Hour: \$12.76  
Overtime Wage Rate Per Hour: \$26.25  
Overtime Supplemental Rate Per Hour: \$13.71

**Electrician (Fifth Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$25.30  
Supplemental Benefit Rate per Hour: \$17.52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Overtime Wage Rate Per Hour: \$37.95  
Overtime Supplemental Rate Per Hour: \$18.85

**Electrician (Fifth Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$21.50  
Supplemental Benefit Rate per Hour: \$15.71  
Overtime Wage Rate Per Hour: \$32.25  
Overtime Supplemental Rate Per Hour: \$16.84

**Overtime Description**

For "A" rated Apprentices (work in excess of 7 hours per day)  
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

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**ELEVATOR CONSTRUCTOR**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Elevator (Constructor) - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.40  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$26.87

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$26.43  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$27.92

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$27.84  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$29.38

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.25  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$30.84

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.33  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$26.79

**Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.65  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$27.12

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$26.92  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$28.43

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.19  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$29.74

(Local #1)

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**ENGINEER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

**Engineer - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$21.64  
Supplemental Benefit Rate per Hour: \$20.07

**Engineer - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$27.05  
Supplemental Benefit Rate per Hour: \$20.07

**Engineer - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$29.75  
Supplemental Benefit Rate per Hour: \$20.07

**Engineer - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$32.45  
Supplemental Benefit Rate per Hour: \$20.07

(Local #15)

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**ENGINEER - OPERATING**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

**Operating Engineer - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour 40% of Journeyperson's Rate  
Supplemental Benefit Per Hour: \$18.65

**Operating Engineer - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's Rate  
Supplemental Benefit Per Hour: \$18.65

**Operating Engineer - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyperson's Rate  
Supplemental Benefit Per Hour: \$18.65

(Local #14)

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## **FLOOR COVERER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

### **Floor Coverer (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.75

### **Floor Coverer (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.75

### **Floor Coverer (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.75

### **Floor Coverer (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.75

(Carpenters District Council)

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## **GLAZIER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Glazier (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$11.97

### **Glazier (Second Year)**

Effective Period: 7/1/2012 - 10/31/2012  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$21.01

Effective Period: 11/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$21.13

**Glazier (Third Year)**

Effective Period: 7/1/2012 - 10/31/2012  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$23.38

Effective Period: 11/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$23.54

**Glazier (Fourth Year)**

Effective Period: 7/1/2012 - 10/31/2012  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.14

Effective Period: 11/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.34

(Local #1281)

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**HEAT & FROST INSULATOR**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Local #12)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**House Wrecker - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$20.06

Supplemental Benefit Rate per Hour: \$15.45

**House Wrecker - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.06

Supplemental Benefit Rate per Hour: \$15.45

**House Wrecker - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.56

Supplemental Benefit Rate per Hour: \$15.45

**House Wrecker - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.06

Supplemental Benefit Rate per Hour: \$15.45

(Local #79)

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**IRON WORKER - ORNAMENTAL  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.06

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.89

**Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.73

**Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$35.39

**Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Rate Per Hour: \$36.22

**Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Rate Per Hour: \$37.89

**Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$30.40

**Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.23

**Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.06

**Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$33.73

**Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$35.39

(Local #580)

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**IRON WORKER - STRUCTURAL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$23.62

Supplemental Benefit Rate per Hour: \$41.21

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$24.22

Supplemental Benefit Rate per Hour: \$41.21

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$24.82

Supplemental Benefit Rate per Hour: \$41.21

(Local #40 and #361)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)**

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 100 hours**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.75

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Second 1000 hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.75

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third  
1000 hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.75

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Fourth 1000 hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.75

(Local #731)

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**MARBLE MECHANICS  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

**Polishers & Finishers - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Polishers & Finishers - Third 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Polishers & Finishers - Fourth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

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**MASON TENDER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Mason Tender - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$20.33

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$16.16

**Mason Tender - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.33

Supplemental Benefit Rate per Hour: \$16.16

**Mason Tender - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.83

Supplemental Benefit Rate per Hour: \$16.16

**Mason Tender - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.33

Supplemental Benefit Rate per Hour: \$16.16

(Local #79)

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**METALLIC LATHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metallic Lather (First Year – Called Prior to 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$22.79

**Metallic Lather (Second Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$32.51

Supplemental Benefit Rate per Hour: \$24.44

**Metallic Lather (Third Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.57

Supplemental Benefit Rate per Hour: \$25.59

**Metallic Lather (First Year – Called On Or After 6/29/11)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.71

Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Second Year – Called On Or After 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.71

Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Third Year – Called On Or After 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.71

Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

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**MILLWRIGHT**

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Millwright (First Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.40

Supplemental Benefit Rate per Hour: \$28.67

**Millwright (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$30.02

Supplemental Benefit Rate per Hour: \$31.87

**Millwright (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$34.64

Supplemental Benefit Rate per Hour: \$36.19

**Millwright (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.88

Supplemental Benefit Rate per Hour: \$41.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #740)

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**PAVER AND ROADBUILDER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.72

Supplemental Benefit Rate per Hour: \$15.75

**Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.29

Supplemental Benefit Rate per Hour: \$15.75

(Local #1010)

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**PAINTER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Painter - Brush & Roller - First Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$14.20

Supplemental Benefit Rate per Hour: \$10.88

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$14.40

Supplemental Benefit Rate per Hour: \$10.88

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$17.75

Supplemental Benefit Rate per Hour: \$14.73

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$18.00



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$14.73

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$21.30

Supplemental Benefit Rate per Hour: \$17.64

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.60

Supplemental Benefit Rate per Hour: \$17.64

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$28.40

Supplemental Benefit Rate per Hour: \$23.02

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$28.80

Supplemental Benefit Rate per Hour: \$23.02

District Council of Painters)

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**PAINTER - STRUCTURAL STEEL**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Painters - Structural Steel (First Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Local #806)

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## **PLASTERER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$14.61

### **Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$15.09

### **Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$17.06

### **Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$18.14

### **Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$20.31

### **Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$21.39

(Local #530)

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## **PLUMBER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Plumber - First Year: 1st Six Months**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

**Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96

**Plumber - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.96

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$20.06

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.91

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$24.31

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Fifth Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.38

Supplemental Benefit Rate per Hour: \$16.25

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING  
RENOVATION)**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Pointer - Waterproofer, Caulker Mechanic - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$25.00  
Supplemental Benefit Rate per Hour: \$3.45

**Pointer - Waterproofer, Caulker Mechanic - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$27.25  
Supplemental Benefit Rate per Hour: \$8.40

**Pointer - Waterproofer, Caulker Mechanic - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$32.23  
Supplemental Benefit Rate per Hour: \$11.15

**Pointer - Waterproofer, Caulker Mechanic - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$38.66  
Supplemental Benefit Rate per Hour: \$11.15

(Bricklayer District Council)

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**ROOFER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Roofer - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

**Roofer - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Roofer - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Roofer - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

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**SHEET METAL WORKER**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Sheet Metal Worker - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 30% of Journeyperson's rate  
Supplemental Rate Per Hour: \$15.37

**Sheet Metal Worker - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$18.24

**Sheet Metal Worker - Third Year (1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$20.06

**Sheet Metal Worker - Third Year (2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$21.87

**Sheet Metal Worker - Fourth Year (1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$23.69

**Sheet Metal Worker - Fourth Year (2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$25.33

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Sheet Metal Worker - Fifth Year (1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$27.47

**Sheet Metal Worker - Fifth Year(2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.23

(Local #28)

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**SIGN ERECTOR**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Rate Per Hour: \$5.96

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$6.75

**Sign Erector - Second Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$7.55

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$8.34

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$9.13

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.92

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$10.72

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$11.51

**Sign Erector - Fifth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

**Sign Erector - Sixth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

(Local #137)

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**STEAMFITTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Steamfitter - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

**Steamfitter - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

**Steamfitter - Third Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

**Steamfitter - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

**Steamfitter - Fifth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyman's rate.

(Local #638)

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**STONE MASON - SETTER**

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

**Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 100% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

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**TAPER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Drywall Taper - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Drywall Taper - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Drywall Taper - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

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**TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Tile Layer - Setter - Third 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

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**TIMBERPERSON**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

**Timberperson - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$27.49

**Timberperson - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$27.49

**Timberperson - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Rate Per Hour: \$27.49

**Timberperson - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyman's rate

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE**

**Supplemental Rate Per Hour: \$27.49**

**(Local #1536)**

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

This schedule of prevailing wages and supplemental fringe benefits must be posted at the public work site as required by New York State Labor Law § 231 (6).

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**LABOR LAW § 230 BUILDING SERVICE EMPLOYEES**

In accordance with Labor Law §230 et seq. the Comptroller of the City of New York has promulgated this schedule of prevailing wages and supplemental benefits for building service employees engaged on building service contracts in excess of \$1,500.00. Prevailing rates are required to be annexed to and form part of the contract pursuant to §231 (4); however, only rates for trades anticipated by the contracting agency to be required on the work need be annexed to the contract.

Contracting agencies that anticipate doing work that may require building service trades or classifications not included in this schedule may request the Comptroller to establish a proper classification and wage determination for the work. Contractors using trades and/or classifications for which the Comptroller has not promulgated wages and benefits do so at their own risk.

Labor Law § 231 (6) requires contractors to post on the site of the work a current copy of this schedule of wages and supplements.

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](http://www.comptroller.nyc.gov). Contractors must pay the wages and supplements in effect when the building service employee 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](http://www.comptroller.nyc.gov).

Building service employees on public contracts must receive not less than the prevailing rate of wage and supplements for the classification of work performed. Contractors are solely responsible for maintaining original payroll records delineating, among other things, the hours worked by each employee within a given classification.

Employers may pay cash supplements; however, cash payments made in lieu of providing bona fide benefits is considered income to the employee. Employers providing bona fide benefits are credited for the cost of such benefits up to the prevailing benefits rate for the trade at issue. Employers may combine cash supplements with in-kind supplements to meet the prevailing rate minimum.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Contractors are advised to review the applicable Comptroller's Prevailing Wage Schedule before bidding on public work. Any Prevailing Wage Rate error made by the Contracting Agency, whether in a contract document or other communication, will not preclude a finding against the contractor of a prevailing-wage violation.

Some of the rates in this schedule are based on collective bargaining agreements. These 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.

Answers to questions concerning prevailing trade practices may be obtained from the Classifications Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Benefits are paid for **EACH HOUR WORKED** unless otherwise noted.

Wasyl Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**BOILER SERVICEPERSON/TANK CLEANER MECHANIC (LOW PRESSURE)**

**Boiler Service Person/Tank Cleaner Mechanic (Low Pressure)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$11.37

Supplemental Benefit Rate per Hour: \$5.57

**Overtime Description**

Work in excess of 8 hours performed on a Sunday or Holiday shall be paid two and one half times the regular 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.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Employee's Birthday

**Vacation**

1 year service.....five (5) days  
3 years service or more.....ten (10) days  
8 years service or more.....fifteen (15) days  
13 years service or more.....twenty (20) days

**SICK LEAVE:**

1-2 years employment.....4 days  
2-3 years employment.....5 days  
3-4 years employment.....6 days  
4-5 years employment.....8 days  
6 years or more employment.....10 days

(Local #32 B/J)

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**BUILDING CLEANER AND MAINTAINER (OFFICE)**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**Office Building Class "A" Handyperson (Over 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$24.77

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$25.10

Supplemental Benefit Rate per Hour: \$9.51

**Office Building Class "A" Foreperson, Starter (Over 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$24.66

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$24.99

Supplemental Benefit Rate per Hour: \$9.51

**Office Building Class "A" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$22.65

Supplemental Benefit Rate per Hour: \$9.13

Supplemental Note: for new employee 0-12 months of employment - \$6.64; for new employee 13-24 months of employment - \$8.81

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$22.97

Supplemental Benefit Rate per Hour: \$9.51

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Office Building Class "B" Handyperson (Over 120,000 and less than 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$24.74

Supplemental Benefit Rate per Hour: \$9.13

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$230 PREVAILING WAGE SCHEDULE

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$25.07  
Supplemental Benefit Rate per Hour: \$9.51

**Office Building Class "B" Foreperson, Starter (Over 120,000 and less than 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$24.63  
Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$24.95  
Supplemental Benefit Rate per Hour: \$9.51

**Office Building Class "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$22.62  
Supplemental Benefit Rate per Hour: \$9.13  
Supplemental Note: for new employee 0-12 months of employment - \$6.64; for new employee 13-24 months of employment - \$8.81

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$22.94  
Supplemental Benefit Rate per Hour: \$9.51  
Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Office Building Class "C" Handyperson (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$24.70  
Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$25.02  
Supplemental Benefit Rate per Hour: \$9.51

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**Office Building Class "C" Foreperson, Starter (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$24.59**

Supplemental Benefit Rate per Hour: **\$9.13**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$24.91**

Supplemental Benefit Rate per Hour: **\$9.51**

**Office Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$22.57**

Supplemental Benefit Rate per Hour: **\$9.13**

Supplemental Note: for new employee 0-12 months of employment - \$6.64; for new employee 13-24 months of employment - \$8.81

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$22.90**

Supplemental Benefit Rate per Hour: **\$9.51**

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for work on a holiday plus the day's pay.

Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Vacation**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$230 PREVAILING WAGE SCHEDULE

Less than 6 months of work.....no vacation  
6 months of work.....three (3) days  
1 year of work.....ten (10) days  
5 years of work.....fifteen (15) days  
15 years of work.....twenty (20) days  
21 years of work.....twenty-one (21) days  
22 years of work.....twenty-two (22) days  
23 years of work.....twenty-three (23) days  
24 years of work.....twenty-four (24) days  
25 years or more of work.....twenty-five (25) days  
Plus two Personal Days per year.

**Sick Leave:**

10 sick days per year.

Unused sick leave paid in the succeeding January, one full day pay for each unused sick day.

(Local #32 B/J)

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**BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)**

**Residential Building Class "A" Handyperson**

Residential Buildings Class "A": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$4000.00 a room.

Effective Period: 7/1/2012 – 4/20/2013

Wage Rate per Hour: **\$22.94**

Supplemental Benefit Rate per Hour: **\$8.68**

Supplemental Note: Effective 1/1/2013 - **\$9.43**

Effective Period: 4/21/2013 - 6/30/2013

Wage Rate per Hour: **\$23.57**

Supplemental Benefit Rate per Hour: **\$9.43**

**Residential Building Class "A" Cleaner/Porter**

Residential Buildings Class "A": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$4000.00 a room.

Effective Period: 7/1/2012 - 4/20/2013

Wage Rate per Hour: **\$20.77**

Supplemental Benefit Rate per Hour: **\$8.68**

Supplemental Note: for new employee 0-12 months of employment - \$6.37; for new employee 13-24 months of employment - \$8.43

Effective 1/1/2013 - \$9.43; for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

Effective Period: 4/21/2013 - 6/30/2013

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Wage Rate per Hour: **\$21.34**

Supplemental Benefit Rate per Hour: **\$9.43**

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Residential Building Class "B" Handyperson**

**Residential Building Class "B":** buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$2000.00 a room and not over \$4000.00 a room.

Effective Period: 7/1/2012 - 4/20/2013

Wage Rate per Hour: **\$22.88**

Supplemental Benefit Rate per Hour: **\$8.68**

Supplemental Note: Effective 1/1/2013 - \$9.43

Effective Period: 4/21/2013 - 6/30/2013

Wage Rate per Hour: **\$23.51**

Supplemental Benefit Rate per Hour: **\$9.43**

**Residential Building Class "B" Cleaner/Porter**

**Residential Building Class "B":** buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$2000.00 a room and not over \$4000.00 a room.

Effective Period: 7/1/2012 - 4/20/2013

Wage Rate per Hour: **\$20.71**

Supplemental Benefit Rate per Hour: **\$8.68**

Supplemental Note: for new employee 0-12 months of employment - \$6.37; for new employee 13-24 months of employment - \$8.43

Effective 1/1/2013 - \$9.43; for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

Effective Period: 4/21/2013 - 6/30/2013

Wage Rate per Hour: **\$21.28**

Supplemental Benefit Rate per Hour: **\$9.43**

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Residential Building Class "C" Handyperson**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**Residential Building Class "C":** buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of \$2000.00 or less a room.

**Effective Period: 7/1/2012 - 4/20/2013**

**Wage Rate per Hour: \$22.83**

**Supplemental Benefit Rate per Hour: \$8.68**

**Supplemental Note: Effective 1/1/2013 - \$9.43**

**Effective Period: 4/21/2013 - 6/30/2013**

**Wage Rate per Hour: \$23.45**

**Supplemental Benefit Rate per Hour: \$9.43**

**Residential Building Class "C" Cleaner/Porter**

**Residential Building Class "C":** buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of \$2000.00 or less a room.

**Effective Period: 7/1/2012 - 4/20/2013**

**Wage Rate per Hour: \$20.65**

**Supplemental Benefit Rate per Hour: \$8.68**

**Supplemental Note: for new employee 0-12 months of employment - \$6.37; for new employee 13-24 months of employment - \$8.43**

**Effective 1/1/2013 - \$9.43; for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18**

**Effective Period: 4/21/2013 - 6/30/2013**

**Wage Rate per Hour: \$21.23**

**Supplemental Benefit Rate per Hour: \$9.43**

**Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18**

**NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.**

**Overtime**

**Time and one half the regular rate after an 8 hour day.**

**Time and one half the regular rate for work on a holiday plus the day's pay.**

**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**

**Memorial Day**

**Independence Day**

**Labor Day**

**Columbus Day**

**Election Day**

**Thanksgiving Day**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Christmas Day

**Vacation**

6 months.....three (3) days  
1 year.....ten (10) days  
5 years.....fifteen (15) days  
15 years.....twenty (20) days  
21 years.....twenty-one (21) days  
22 years.....twenty-two (22) days  
23 years.....twenty-three (23) days  
24 years.....twenty-four (24) days  
25 years.....twenty-five (25) days  
Plus two Personal Days per year.

**SICK LEAVE**

After 1 year of service.....ten (10) days per year

(Local #32 B/J)

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**BUILDING HVAC SERVICES OPERATOR**

**Engineer (Refrigeration)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$34.15**

Supplemental Benefit Rate per Hour: **\$15.44**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$35.18**

Supplemental Benefit Rate per Hour: **\$15.78**

**Fireperson**

Fireperson (Helper): Assists the Engineer

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$26.59**

Supplemental Benefit Rate per Hour: **\$15.09**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$27.39**

Supplemental Benefit Rate per Hour: **\$15.41**

**Overtime Description**

All hours worked on a holiday shall be paid at two and one half times the regular wage rate in lieu of the paid day off.

**Overtime**

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Paid Holidays**

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Plus six (6) floating Holidays

**Vacation**

6 months .....	three (3) days
1 year .....	ten (10) days
5 years .....	fifteen (15) days
15 years .....	twenty (20) days
21 years.....	twenty-one (21) days
22 years .....	twenty-two (22) days
23 years .....	twenty-three (23) days
24 years .....	twenty-four (24) days
25 years .....	twenty-five (25) days

(Local #94)

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**CLEANER (PARKING GARAGE)**

Garage Cleaner

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$10.00  
Supplemental Benefit Rate per Hour: \$1.50

**Overtime**

Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(NYC Administrative Code §6-109)

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**FUEL OIL**

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (5th Year and above)

Effective Period: 7/1/2012 - 12/15/2012  
Wage Rate per Hour: \$30.11  
Supplemental Benefit Rate per Hour: \$18.80

Effective Period: 12/16/2012 - 6/30/2013



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$30.61**  
Supplemental Benefit Rate per Hour: **\$19.80**  
Supplemental Note: Effective 1/1/2013 - \$20.42

**Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (4th Year)**

Effective Period: 7/1/2012 - 12/15/2012  
Wage Rate per Hour: **\$27.50**  
Supplemental Benefit Rate per Hour: **\$18.80**

Effective Period: 12/16/2012 - 6/30/2013  
Wage Rate per Hour: **\$28.00**  
Supplemental Benefit Rate per Hour: **\$19.80**  
Supplemental Note: Effective 1/1/2013 - \$20.42

**Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (3rd Year)**

Effective Period: 7/1/2012 - 12/15/2012  
Wage Rate per Hour: **\$25.50**  
Supplemental Benefit Rate per Hour: **\$18.80**

Effective Period: 12/16/2012 - 6/30/2013  
Wage Rate per Hour: **\$26.00**  
Supplemental Benefit Rate per Hour: **\$19.80**  
Supplemental Note: Effective 1/1/2013 - \$20.42

**Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (2nd Year)**

Effective Period: 7/1/2012 - 12/15/2012  
Wage Rate per Hour: **\$23.50**  
Supplemental Benefit Rate per Hour: **\$18.80**

Effective Period: 12/16/2012 - 6/30/2013  
Wage Rate per Hour: **\$24.00**  
Supplemental Benefit Rate per Hour: **\$19.80**  
Supplemental Note: Effective 1/1/2013 - \$20.42

**Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (1st Year)**

Effective Period: 7/1/2012 - 12/15/2012  
Wage Rate per Hour: **\$21.50**  
Supplemental Benefit Rate per Hour: **\$18.80**

Effective Period: 12/16/2012 - 6/30/2013  
Wage Rate per Hour: **\$22.00**  
Supplemental Benefit Rate per Hour: **\$19.80**  
Supplemental Note: Effective 1/1/2013 - \$20.42

**Overtime**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 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.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day

Triple time the regular rate for work on the following holiday(s).

- New Year's Day
- Thanksgiving Day
- Christmas Day

**Paid Holidays**

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

**Vacation**

Less than 75 days worked.....no vacation.  
75 days worked, but less than 110 days worked in a calendar year.....five (5) days the following year.  
110 days or more worked in a calendar year.....ten (10) days the following year.

**SICK LEAVE:**

1 day sick leave earned for each 40 days worked in the preceding calendar year for a maximum of five (5) days per calendar year.

(Local #553)

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**GARDENER**

**Gardener**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$17.04**

Supplemental Benefit Rate per Hour: **\$1.72**

**Overtime**

Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**LOCKSMITH**

**Locksmith**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$21.46**

Supplemental Benefit Rate per Hour: **\$5.89**

**Overtime**

Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**MEDICAL WASTE REMOVAL**

**Driver**

Effective Period: 7/1/2012 - 3/31/2013

Wage Rate per Hour: **\$17.75**

Supplemental Benefit Rate per Hour: **\$8.79**

Effective Period: 4/1/2013 - 6/30/2013

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$9.34**

**Helper**

Effective Period: 7/1/2012 - 3/31/2013

Wage Rate per Hour: **\$14.00**

Supplemental Benefit Rate per Hour: **\$8.79**

Effective Period: 4/1/2013 - 6/30/2013

Wage Rate per Hour: **\$14.25**

Supplemental Benefit Rate per Hour: **\$9.34**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**Tractor Trailer Driver**

Effective Period: 7/1/2012 - 3/31/2013

Wage Rate per Hour: **\$20.25**

Supplemental Benefit Rate per Hour: **\$8.79**

Effective Period: 4/1/2013 - 6/30/2013

Wage Rate per Hour: **\$20.50**

Supplemental Benefit Rate per Hour: **\$9.34**

**Overtime Description**

Time and one half the regular hourly rate after an 8 hour day or after 40 hours in any work week. The seventh day of work in a workweek is paid at double time the regular hourly rate. Time and one half the regular hourly rate for work on a holiday plus days pay for below paid holidays.

**Paid Holidays**

Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Vacation**

1 year of service but less than five years.....	10 days
5 years of service but less than ten years.....	15 days
10 years of service.....	16 days
11 years.....	17 days
12 years.....	18 days
13 years.....	19 days
14 years.....	20 days
20 years.....	21 days
21 years.....	22 days
22 years.....	23 days
23 years.....	24 days
24 years.....	25 days

Plus 5 Personal Days

(Local #813)

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**MOVER – OFFICE FURNITURE AND EQUIPMENT**

**Heavy and Tractor Trailer Truck Driver**

Tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$23.11**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$4.10

**Light Truck Driver**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$18.08

Supplemental Benefit Rate per Hour: \$4.10

**Laborer and Freight, Stock, and Material Movers, Hand**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.68

Supplemental Benefit Rate per Hour: \$4.10

**Overtime**

Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**REFUSE REMOVER**

**Refuse Remover**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.62

Supplemental Benefit Rate per Hour: \$4.10

**Overtime**

Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**SECURITY GUARD (ARMED)**

**Security Guard (Armed)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$27.75

Supplemental Benefit Rate per Hour: \$4.73

Supplemental Note: for new employee 0-30 days of employment - \$4.09; for new employee 31-120 days of employment - \$4.26; for new employee 121 days - 2 years of employment - \$4.37

Effective Period: 1/1/2013 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$28.00

Supplemental Benefit Rate per Hour: \$4.90

Supplemental Note: for new employee 0-30 days of employment - \$4.26; for new employee 31-120 days of employment - \$4.43; for new employee 121 days - 2 years of employment - \$4.54

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

### Overtime Description

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

### Overtime

Time and one half the regular rate after an 8 hour day.

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  
Christmas Day

### Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

### Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

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## SECURITY GUARD (UNARMED)

### Security Guard (Unarmed) 0 - 6 months

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$12.60

Supplemental Benefit Rate per Hour: \$4.37

Supplemental Note: for new employee 0-30 days of employment - \$4.09; for new employee 31-120 days of employment - \$4.26

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$12.85**

Supplemental Benefit Rate per Hour: **\$4.54**

Supplemental Note: for new employee 0-30 days of employment - \$4.26; for new employee 31-120 days of employment - \$4.43

**Security Guard (Unarmed) 7 - 12 months**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$13.10**

Supplemental Benefit Rate per Hour: **\$4.37**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$13.35**

Supplemental Benefit Rate per Hour: **\$4.54**

**Security Guard (Unarmed) 13 - 18 months**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$13.60**

Supplemental Benefit Rate per Hour: **\$4.37**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$13.85**

Supplemental Benefit Rate per Hour: **\$4.54**

**Security Guard (Unarmed) 19 - 24 months**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$14.10**

Supplemental Benefit Rate per Hour: **\$4.37**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$14.35**

Supplemental Benefit Rate per Hour: **\$4.54**

**Security Guard (Unarmed) 25 - 30 months**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$14.60**

Supplemental Benefit Rate per Hour: **\$4.73**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$14.85**

Supplemental Benefit Rate per Hour: **\$4.90**

**Security Guard (Unarmed) 31 months or more**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$14.75**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$4.73

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$15.15

Supplemental Benefit Rate per Hour: \$4.90

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

### Overtime Description

A guard who works a holiday is paid the regular rate plus receives the paid holiday.  
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

### Overtime

Time and one half the regular rate after an 8 hour day.  
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  
Christmas Day

### Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

### Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

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## WINDOW CLEANER

### Window Cleaner

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$26.12

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$26.44

Supplemental Benefit Rate per Hour: \$9.51

**Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$28.37

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$28.69

Supplemental Benefit Rate per Hour: \$9.51

**Window Cleaner Apprentice (0 - 3 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$19.35

Supplemental Benefit Rate per Hour: \$0.00

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$19.59

Supplemental Benefit Rate per Hour: \$0.00

**Window Cleaner Apprentice (4 - 7 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$20.92

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$21.18

Supplemental Benefit Rate per Hour: \$9.51

**Window Cleaner Apprentice (8 - 11 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$22.17

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$22.44

Supplemental Benefit Rate per Hour: \$9.51

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**Window Cleaner Apprentice (12 - 15 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$23.43**

Supplemental Benefit Rate per Hour: **\$9.13**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$23.72**

Supplemental Benefit Rate per Hour: **\$9.51**

**Window Cleaner Apprentice (16 - 17 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$24.70**

Supplemental Benefit Rate per Hour: **\$9.13**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$25.01**

Supplemental Benefit Rate per Hour: **\$9.51**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Personal Day

**Vacation**

After 7 months but less than 1 year of service.....5 days

1 year but less than 5 years of service.....10 days

5 years of service but less than 15 years of service.....15 days

15 years of service but less than 21 years of service.....20 days

21 years.....21 days

22 years.....22 days

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

years.....23 days  
24 years.....24 days  
25 years or more of service.....25 days  
Plus 1 day per year for medical visit

**SICK LEAVE:**

10 days after one year worked. Unused sick days to be paid in cash.

(Local #32 B/J)

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# **SECTION 01000**

# **GENERAL CONDITIONS**

**APPLICABLE TO ALL CONTRACTS**

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The ADDENDUM TO THE GENERAL CONDITIONS is contained in Volume 3 of the Contract Documents. Volume 3 contains the following:

- Addendum to the General Conditions
- Specifications

## SECTION 01000 GENERAL CONDITIONS

### PART 1 - GENERAL

#### 1.01 Applicability of General Conditions

- A. Since there are several separate Contracts pertaining to the construction of this project, for convenience, the General Conditions are stated only once. These General Conditions are applicable to all Contracts and shall constitute an integral part of each separate Contract to the same extent as though they were repeated in full therein.
- B. The Contractor is advised that various sections of these General Conditions are amended by the Addendum to the General Conditions. This Addendum also includes various schedules referred to in these General Conditions (Schedules A through F). These schedules contain important information that is specific to this project. The Addendum, including Schedules A through F, is set forth in Volume 3 of the Contract Documents.
- C. Throughout these General Conditions, various responsibilities and obligations are assigned to each of the following four Contractors: (1) General Construction, (2) Plumbing, (3) Heating/Ventilating/Air-Conditioning/Fire Protection, and (4) Electrical. In the event the Project does not involve all four Contracts, the responsibilities and obligations of each omitted Contract shall be assigned to one of the Contracts which is included in the Project. The Addendum to the General Conditions specifies which Contractor shall perform the responsibilities and obligations of each omitted contract, as set forth in the General Conditions.

#### 1.02 Scope and Intent

- A. DESCRIPTION OF PROJECT - Refer to the Addendum to the General Conditions for a description of this project.
- B. PROGRESS SCHEDULE
  - 1. Within 15 days after the Notice to Proceed, the Contractor for General Construction Work shall prepare a composite Job Progress Chart that shall indicate graphically and chronologically the time the various parts of the work of all Contracts shall commence and be completed. The Chart shall be in a reproducible form approved by the Commissioner.
  - 2. Immediately after the Notice to Proceed of their Contracts, the Contractors for Plumbing Work, Heating, Ventilating and Air Conditioning Work (HVAC) and Electrical Work, as applicable, shall furnish all necessary data to the Contractor for General Construction Work, and cooperate in all respects in connection with formulation of the Chart.
  - 3. The Chart shall show the sequence and interrelationship of each operation of all the Contracts.
  - 4. The Chart shall show the estimated time for fabrication and/or delivery of all materials and equipment required for the work.
  - 5. As directed by the Resident Engineer, the Contractors shall meet with each other and with the Resident Engineer to review and make the necessary adjustments to the composite Job Progress Chart, and to coordinate the work indicated thereon. (Article 12 of the Contract).
  - 6. When completed, the Job Progress Chart shall be signed and dated by each Contractor or their official representative. The Resident Engineer is authorized to sign the Chart for the Department of Design and Construction. Thereafter, the Chart shall be modified only with the Commissioner's approval. When directed by the Commissioner, the Chart shall be revised and updated. If necessary, a new revised Chart shall be prepared in the same manner as outlined above for the original Chart.



7. The approved Chart shall be distributed by the Contractor for General Construction Work, as follows: the original and two (2) copies to the Resident Engineer, two (2) copies to each Contractor, and two (2) copies to the Department of Design and Construction
  8. All Contractors shall consult the approved Progress Chart and install their work within the time limits indicated on the Chart.
  9. The Resident Engineer shall post in a prominent place in the field office a copy of the Chart and mark thereon the progress of the work, including the times when various parts of the work commenced and were completed.
- C. COMPLETION OF WORK - Work to be done under each separate Contract comprises the furnishing of all labor, materials, equipment and other appurtenances and obtaining of all regulatory agency approvals necessary and required to complete the construction work in accordance with the Contract.
- D. OMISSION OF DETAILS - All work called for in the Specifications applicable to each separate 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. Such work is deemed included in the Bid Price.
- E. 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. Such work is deemed included in the Bid Price.
- F. 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.
- G. 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 on 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.
- H. COOPERATION BETWEEN CONTRACTORS - Inasmuch as the completion of the project within the prescribed limit of time is dependent largely upon the close and active cooperation of all those engaged therein, it is therefore expressly understood and agreed that the Contractor shall lay out and install all work at such time or times and in such manner as not to delay or interfere with the carrying forward of the work of other Contractors. In the event of any dispute arising as to possible or alleged interference between the various Contractors which may retard the progress of the work, the dispute shall be adjudicated by the Commissioner, whose decision as to the party or parties at fault and as to the manner in which the matter may be adjudicated, shall be binding and conclusive on all parties.
- I. "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.
- J. "APPROVED," ETC. - "Approved," "acceptable," "satisfactory," and words of similar import shall mean and intend approved, acceptable or satisfactory to the Commissioner.
- K. CONFLICTS OF INTERESTS - The Charter of the City of New York, Section 2604, provides a number of safeguards in relation to conflicts of interest. Such safeguards include, without limitation, the following: "No public servant shall receive compensation except from the City for performing any official duty or accept or receive any gratuity from any person whose interest may be affected by the

public servant's official action."

1. Other sections of the City Charter, the Administrative Code and the Penal Law are applicable in implementing the basic Conflicts of Interest Section and under certain circumstances penalties may be invoked against the donor as well as the recipient of any form of valuable gift.
2. Notice is hereby given that sections of the City Charter, the Administrative Code and the Penal Law alluded to herein shall apply under the terms of this Contract to circumstances relevant to conflicts of interest and shall be extended in application to subcontractors authorized to perform work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractors to so inform their respective subcontractors.

### 1.03 Provisions Referenced in the Contract

- 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 to the General Conditions, sets forth 1) the referenced Articles of the Contract, and 2) the specific requirements applicable to each respective Contract.
- B. 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 therefor.
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 and Specifications, the Contractor shall remove and replace, at Contractor's own cost, such defective or improperly incorporated material with materials complying with the Contract and Specifications. 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 therefor 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. **EXCISE AND TRANSPORTATION TAXES-** Pursuant to Section 6 of the "Information for Bidders", the Contractor may be exempted from the payment of Federal Excise and Transportation Taxes in accord with the following:
1. Excise Tax Exemption Certificate will be certified by the Department of Design and Construction where requested by the Contractor, for items which fall within the scope of the Contract and which may be exempt from Federal Excise Tax.
  2. **TRANSPORTATION TAX** - The 3% Federal Tax has been repealed and is hereby deleted from the Contract. The 10% Federal Tax for travel remains in effect.
- E. **CORRESPONDENCE** - There shall be six (6) copies of all letters of correspondence to the Department of Design and Construction. An additional copy of all correspondence shall be sent directly to the Resident Engineer at the job site.
- F. **MOBILIZATION PAYMENT** - A line item for mobilization shall be allowed on the Contractor's Detailed Estimate 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 Estimate 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	= \$	6,000
\$ 100,001 - \$	500,000	x 6 = \$	6,000 (min) - \$ 30,000 (max)

\$ 500,001 - \$ 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.

#### 1.04 Contract Drawings

- A. SCHEDULE C - The Contract Drawings are listed in Schedule C, which is set forth in the Addendum to the General Conditions. Such drawings referred to in the Contract, and in the applicable Specifications for the various Contracts bear the general title:

City of New York  
Department of Design and Construction  
Division of Structures

- B. DOCUMENTS FURNISHED TO THE CONTRACTOR - After the award of the Contract, the Contractor for General Construction Work will be furnished with five (5) sets of paper prints of all Contract Drawings mentioned in Paragraph A above.
- C. PRINTS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)
- Each Contractor, other than the Contractor for General Construction Work referred to in Paragraph B, will receive two (2) sets of paper prints of all Drawings listed in Paragraph A and three (3) sets of paper prints of all Contract Drawings applying directly to each Contractor's own Contract.
- D. Each Contractor will receive nine (9) complete sets of Specifications.
- E. ADDITIONAL COPIES of Drawings and Specifications, when requested, will be furnished to the Contractor if available.
- F. COORDINATION AND COOPERATION - Since the Contracts are all related to the project, the Contractor shall consult and study the requirement of the Contract Drawings and Specifications of all Contracts furnished to the Contractor, 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.
- G. 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.
- H. COMPENSATION - Where Supplementary Drawings entail extra work, compensation therefor 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.

- I. SUPPLEMENTARY DRAWING PRINTS - Three (3) copies of prints of these Supplementary Drawings will be furnished to the Contractor.
- J. 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.
- K. 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.

**1.05 Shop Drawings and Record Drawings**

**A. SHOP DRAWINGS**

- 1. SUBMISSION OF SHOP DRAWINGS - For instructions relative to Shop Drawings involving electrical or mechanical work or equipment of any nature called for in any Contract, see the General Electrical Requirements and the General Mechanical Requirements.
- 2. SHOP DRAWINGS - The Contractor shall promptly prepare and submit layout detail and Shop Drawings of such parts of the work as are indicated in the Specifications 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 preferably be on sheets of the same size as the Contract Drawings, 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 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 thicknesses and finishes.
  - e. All other information 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 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.

NOTE: In addition to the above requirements, the Shop Drawings shall bear a stamp having the following wording:

FIELD MEASUREMENTS - The Contractor certifies that it has verified and supplemented the Contract Drawings by taking all required field measurements, that said measurements correctly reflect all field conditions and that this Shop Drawing incorporates said measurements.

6. THE SUBMISSION OF SHOP DRAWINGS - The Shop Drawings shall be accompanied by a letter of transmittal, in triplicate, containing the name of the Project, the name of the Contractor, the number of Drawings, titles and any other requirements. Re-submission of the same drawings shall bear the original number of the drawings and the original titles.
7. PRELIMINARY SUBMISSION - The Contractor shall submit one (1) set of sepia Shop Drawings to the Consultant Architect/Engineer for their approval. A satisfactory Shop Drawing will be stamped "Approved", be dated and one (1) copy thereof will be returned to the Contractor by letter. Should the Shop Drawing not be approved by the Consultant Architect/Engineer, the Commissioner will return the sepia Shop Drawings with the necessary corrections and changes to be made as indicated thereon.
8. REVISIONS - The Contractor must make such corrections and changes and again submit one (1) set of sepia drawings for the approval of the Consultant Architect/Engineer. The Contractor shall revise and resubmit the Shop Drawing as required by the Consultant Architect/Engineer until approval thereof is obtained. However, Shop Drawings which have been stamped "Approved As Noted" shall be considered an "Approved" Shop Drawing and NEED NOT be revised and resubmitted.

No work called for by the Shop Drawings shall be done until the approval of the said drawings by the Consultant Architect/Engineer is given. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractors which Shop Drawing indicated work related to, adjacent to, impinging upon, or affecting work to be done by other Contractors, shall be transmitted to the Contractors so affected. These approved Shop Drawings shall be delivered to the Resident Engineer for distribution to the affected Contractors at the job meetings and shall be so recorded in the minutes.
9. FINAL SUBMISSION - When approval of any Shop Drawing is obtained by the Contractor, it shall insert the date of the approval of the drawing and promptly furnish the Consultant Architect/Engineer with eight (8) additional prints of the approved Drawings. No work called for by the Shop Drawings shall be performed until the approval of the said drawings by the Commissioner is given. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractors which indicates work related to, adjacent to, impinging upon, or affecting work to be done by other Contractors, shall be transmitted to the Contractors so affected. These approved Shop Drawings shall be delivered to the Resident Engineer for distribution to the affected Contractors at the job meetings and shall be so recorded in the minutes.
10. 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. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only and not of any structural apparatus shown or indicated.
11. CATALOGUE CUTS - Except as otherwise prescribed herein, the submission of catalogue cuts shall conform to the procedures specified for Shop Drawings.
  - a. PRELIMINARY SUBMISSION - The Contractor shall submit three (3) sets of catalogue cuts to the Consultant Architect/Engineer to approve. A satisfactory catalogue cut will be stamped

"Approved", be dated and one (1) copy thereof will be returned to the Contractor by letter. Should the catalogue cut not be approved by the Commissioner, the Commissioner will return one (1) set of such catalogue cuts with the necessary corrections and changes to be made indicated thereon.

- b. REVISIONS - The Contractor shall make such corrections and changes and again submit four (4) sets of the catalogue cuts, in duplicate, for the approval of the Commissioner. The Contractor shall revise and resubmit the catalogue cuts as required by the Consultant Architect/Engineer until approval thereof is obtained.

However, catalogue cuts which have been stamped "Approved As Noted" shall be considered an "Approved" catalogue cut and need not be revised and resubmitted.

- c. FINAL SUBMISSION - When approval of any catalogue cut is obtained by the Contractor, it shall insert the date of the approval and promptly furnish the Consultant Architect/Engineer with four (4) additional sets of the approved catalogue cuts.
12. RESPONSIBILITY OF 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.
  13. SHOP DRAWINGS AND MATERIAL SAMPLES SCHEDULE - The Shop Drawings and Material Samples Schedule is set forth in Schedule F, which is included in the Addendum to the General Conditions. Completion of this Schedule shall be in accordance with Article 1.41 (A) of these General Conditions.
  14. PROCEDURE FOR PREPARING, FORWARDING, CHECKING AND RETURN - of all Shop Drawings shall be, generally, as follows:

The Contractor shall make available to its subcontractors the necessary Contract Documents and have them determine dimensions and conditions in the field, particularly with reference to coordination with other trades or work under other Contractors. The Contractor shall direct its subcontractors to prepare Shop Drawings for submission to the Consultant Architect/Engineer 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:

- a. Review and be responsible to the Commissioner, or the Commissioner's authorized representative, for information shown on subcontractor's Shop and Installation drawings and manufacturers' data, and also for conformity to Contract Documents.
- b. "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.
- c. Clearly designate which trade 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 Consultant Architect/Engineer.
- d. Stamp submissions "Recommended for Approval", date and forward to the Commissioner or the Commissioner's authorized representative.



In order to expedite Shop Drawing procedures, the Contractor shall write a Shop Drawing status letter directly to the Consultant Architect/Engineer, each week, containing the following subject matter:

- (1) A list of all Shop Drawings which have been sent to but not returned by the Architect or Engineer giving name of the subcontractor, drawing number, title and date of submission.
- (2) An indication of the desired priority of the return, if necessary.

NOTE: The status letter shall be prepared and sent at a given time each week, preferably Friday afternoon, to enable the Consultant Architect/Engineer to receive the letter on Monday morning. This procedure shall be maintained throughout the active Shop Drawing period of construction.

**B. INTEGRATED DRAWINGS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

1. The Contractor for General Construction Work shall provide to the Contractor for Heating, Ventilating and Air Conditioning Work reflected ceiling starting points or plans, beam soffit elevations, ceiling heights, roof openings, etc.
2. The Contractor for Heating, Ventilating and Air Conditioning Work shall prepare a drawing or drawings showing ductwork, heating and sprinkler piping. This drawing shall include location of grilles, registers, etc. and access doors in hung ceilings. Locations shall be fixed by elevations and dimensions from column center lines and/or walls.
3. The Contractor for Heating, Ventilating and Air Conditioning Work shall prepare and distribute to each of the other Contractors, the Resident Engineer and to the Consultant Architect a sepia of the above.
4. The Contractor for General Construction Work shall lay out on its sepia, the reflected ceiling plan, beam soffit elevations, ceiling heights, roof openings, etc.
5. The Contractor for Plumbing Work shall lay out its piping, valves, cleanouts, etc., indicating locations and elevations and shall indicate the necessary access doors.
6. The Contractor for Electrical Work shall indicate its fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc.
7. The Resident Engineer will call as many meetings with the Contractors as are necessary to resolve any conflicts that become apparent. The Resident Engineer will call on the services of the Consultant Engineer or Architect where necessary. The Resident Engineer is responsible for the coordination of the Contract Drawings.
8. Upon resolution of the conflicts, each Contractor shall enter its own work on the Resident Engineer's sepia, which will become the Master or Integrated Drawing. The Master Sepia shall be signed by each Contractor to indicate its acceptance of the arrangement of the work.
9. A reproducible copy of the Master Integrated Drawing or Drawings will be prepared and distributed by the Contractor for Heating, Ventilating and Air Conditioning Work to each Contractor and to the Consultant Architect for information.
10. Each Contractor shall prepare its Shop Drawings in accordance with the Integrated Drawings. No work will be permitted without approved Shop Drawings. It is therefore essential that this procedure be instituted as quickly as possible.
11. Contractors shall be held strictly accountable for cooperation in preparing the Integrated Drawing or Drawings.

C. RECORD DRAWINGS

1. The Department of Design and Construction, at the start of construction (kick-off meeting), will furnish to each Contractor at no cost a complete set of Contract Document mylars pertaining to the work to be performed under its Contract. It is the responsibility of each 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 drawings if necessary such as Addenda Drawings and Supplementary Drawings as may be necessary to indicate all work in detail as actually completed.

NOTE TO CONTRACTOR: All professional seals must be blocked out. Title box complete with project title and Consultants' names will remain.

2. Each Contractor shall maintain, during the progress of the work, an accurate record of the work as actually installed, on Record Drawings, on mylar, in ink. These Record Drawings shall be made available to the Resident Engineer upon request.

The Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed work, so that the Record Drawings may contain this information in exact detail and location. Record Drawings should also show all connections, valves, gates, switches, cut-outs and similar operating equipment.

Before substantial completion payment, each Contractor shall furnish to the Commissioner one (1) complete set of mylar 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 sponsoring agency by Department of Design and Construction.

3. 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.
4. Each Record Drawing shall bear the legend "RECORD DRAWING" in heavy block lettering, one half (1/2) inch high, and contain the following data:

RECORD DRAWING

Contractor's Name \_\_\_\_\_

Contractor'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 - Each Contractor shall prepare a title sheet, the same size as Record Drawings, which shall contain the following:
  - a. Heading:  
The City of New York  
Department of Design and Construction  
Division of Structures
  - b. Capital Budget Project Number (CAPIS ID)

- c. Name and Location of Project
  - d. Contractor's Name and Address
  - e. Record of changes (a caption description of work affected, and the date and number of Change Order or other authorization)
  - f. List of Record Drawings
6. 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.
7. BULLETINS, OPERATING AND SERVICE MANUALS - Where the Contractor has submitted prints in the form of technical bulletins, operating and service manuals, or other printed matter as a Shop Drawing, having diagrams or drawings thereon of a material or equipment installed in the work, the Contractor shall furnish three (3) sets thereof so that the Commissioner may have all the necessary information for the proper operation maintenance and repair of the material and equipment and the ordering of spare parts. All bulletins and operating and service manuals shall be compiled and indexed in book form for each Contract.

#### 1.06 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 Building Code of the City of New York, 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.
- C. REPUTE OF MANUFACTURER - No manufacturer will be approved for any materials to be furnished under the Contract unless it shall be of good reputation, shall have a plant of ample capacity and shall have successfully produced similar products. All required approvals for legal use of materials and equipment such as B.S.A. and M.E.A. must be obtained prior to installation.
- D. ALL MATERIALS - fixtures, fittings, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Agency, 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.
- E. 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.
- F. STANDARD REFERENCES - Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard.
- G. REFERENCES - Reference to a technical society, organization or body may be made in the Specifications by abbreviations in accordance with the following list:

A.I.A. for American Institute of Architects

A.C.I.	for American Concrete Institute
A.G.A.	for American Gas Association
A.G.M.A.	for American Gear Manufacturer Association
A.I.E.E.	for American Institute of Electrical Engineers
A.I.S.C.	for American Institute of Steel Construction
A.S.A.	for American Standards Association
A.S.T.M.	for American Society for Testing Materials
A.W.S.C.	for American Welding Society Code
A.W.W.A.	for American Water Works Association
B.S. & A.	for New York City Board of Standards & Appeals
C.I.P.R.A.	for Cast Iron Pipe Research Association
B.G. & E.	for Bureau of Gas & Electricity of the City of New York
FED. SPEC.	for Federal Specification
I.P.C.E.A.	for Insulated Power Cable Engineer's Association
NAVY SPEC.	for Navy Department Specification
N.E.C.	for National Electric Code
N.E.M.A.	for National Electrical Manufacturers Association
N.Y.B.C.	for New York City Building Code
N.Y.E.C.	for New York City Electrical Code
N.Y. SPEC.	for New York City Department of Purchase Specification
P.P.S.	for Power Piping Society
S.A.E.	for Society of Automotive Engineers Standards
S.H.B.I.	for Steel Heating Boiler Institute

- H. 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.
- I. SAMPLES OF MATERIALS - The Contractor shall submit to the Commissioner for approval, samples of all materials specified to be used in the project.
1. For samples of materials involving electrical work of any nature, see the 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. However, in addition thereto, after approval, three (3) additional samples showing the material, color and texture of all interior finishes, including the finishes of exposed built-in equipment, trim, glazing, fittings and fixtures, etc., shall also be furnished. The sizes of these additional samples shall be as directed by and acceptable to the Commissioner.
  3. Each of the samples shall be labeled, bearing the name and quality of the material, the Contractor's name, date, Contract and project, and the related Specification or Contract Drawing reference to the samples submitted.
  4. A letter of transmittal, in triplicate, from the Contractor requesting approval must accompany all such samples.
  5. Transportation charges to the Commissioner's office must be prepared on all samples forwarded.
  6. Samples for testing purposes shall be as required in the Specifications.
- J. SAMPLES ON DISPLAY - When samples are specified to be equal to samples in the office of the Commissioner, they shall be carefully examined by the bidders and by those whom the bidder expects to employ for the furnishing of such materials.
- K. 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 approval is received, in writing, from the Commissioner. All materials shall be furnished equal in every respect to the approved samples.

- L. THE APPROVAL OF ANY SAMPLES - will be given as promptly as possible, and shall be only for the characteristic color, texture, strength, or other feature of the material named in such approval, and no other. When this approval is issued by the Commissioner, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the 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 Commissioner, for the project.
- M. ACCEPTIBILITY OF TEST DATA - The Commissioner will be the final judge as to acceptability of laboratory test data and performance in service of materials submitted.
- N. 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.
- O. EQUIVALENT QUALITY OF MATERIALS - All materials and equipment which are designated in the Specifications by a number in the catalogue of any manufacturer or by a manufacturer's grade or trade name, are designated for the purpose of describing the article and fixing the standard or the quality and finish. Materials and equipment, which are, in the opinion of the Commissioner, the equivalent to that specified, will be acceptable.
- P. The submission of any material, or article, as the equal of the materials or articles set forth in the Specifications as a standard shall be accompanied by illustrations, drawings, descriptions, catalogues, records of tests, samples and any and all other information essential for judging the equality to the materials, finish and durability of that specified as standard, as well as information indicating satisfactory use under similar operating conditions.
- Q. 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.
- R. COMMISSIONER TO SELECT INSPECTORS - Except as specifically provided in the Specifications, the Commissioner will select and designate all persons, firms, or corporations to make or witness each and every inspection, test or analyses, with or without reports.
- S. 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.
- T. NO SHIPPING BEFORE INSPECTION - The Contractor shall comply with the foregoing before shipping any material.
- U. 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.

- V. 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.
- W. 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.
- X. REPORTS - Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Commissioner as prerequisite for the acceptance of any material or equipment.
- Y. 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 without cost to the City.
- Z. FURNISH DESIGNATED MATERIAL - 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.
- AA. COST OF TESTS BORNE BY CITY - Where the City directs test 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.
- BB. COST OF TESTS BORNE BY CONTRACTOR - Where tests are specifically called for in the Specifications to be made by the Contractor, the cost thereof shall be borne by the Contractor and shall be deemed to be included in the Contract price. The expenses of the testing personnel assigned by the City shall not be the Contractor's obligation. The Contractor shall reimburse the City for expenditures incurred in the making of tests on materials and equipment submitted by the Contractor as the equivalent of that specifically named in the Specifications and rejected for non-compliance.

**1.07 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. THE CONTRACTOR SHALL COORDINATE DELIVERIES - in order to avoid delaying or impeding the progress of the work of any related Contractor.
- E. 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.
- F. 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.
- G. 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 other Contractor, the relevant Contractor shall remove and restack such materials at no additional cost to the City.

**1.08 Temporary Structures**

- A. FIELD OFFICE FOR CONTRACTOR - 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 each 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. TELEPHONE ARRANGEMENTS - Arrangements shall be made by the Contractor whereby its representative may be readily accessible by telephone.
- E. 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.
- F. SUBSTANTIAL CONSTRUCTION - All temporary structures shall be of substantial construction and neat appearance, and shall be painted a uniform gray unless otherwise directed by the Commissioner.
- 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.
- H. 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.

**1.09 Surveys (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- 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 - Each 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 MARKS - 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 for General Construction Work 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 for General Construction Work shall establish the permanent lines of exterior walls. Such 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 for General Construction Work 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 licensed Surveyor 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 for General Construction Work shall submit to the Department of Design and Construction 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.

#### **1.10 Contractor's Superintendent**

- A. 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 Superintendent competent and capable of maintaining proper supervision and care of the work and acceptable to the Commissioner, who, 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 Superintendent on the job shall not be changed or removed without the consent of the Commissioner.

#### **1.11 Permits**

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.



## 1.12 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.

## 1.13 Sleeves And Hangers (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. COORDINATE TO PROGRESS SCHEDULE - Contractors required to furnish and install conduits, outlets, piping sleeves, boxes, inserts and all other materials and equipment necessary to be built into the work to be performed by the Contractor for General Construction Work, shall promptly furnish and set such sleeves or other materials in conformity with the requirements of the project.
- B. COOPERATION OF CONTRACTORS - All Contractors 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 affected 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 for General Construction Work 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 or Contractors responsible therefore.
- D. INSERTS - The Contractor for General Construction Work 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.

## 1.14 Cutting And Patching

- A. RESPONSIBILITY - Each Contractor shall do all cutting, patching and restoration required by its work, unless otherwise particularly specified in the Specifications of its Contract.
- B. RESTORE WORK - Each Contractor shall restore any work they damage that is the work of another Contractor.
- 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. REMOVALS - Each 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 article on REMOVAL OF RUBBISH AND SURPLUS MATERIALS.

1.15 Temporary Heat (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

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 Paragraph (c) below.
  - 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 Firewatch 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 responsible for the provision of Temporary Heat, and 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 Paragraph (b) below, each Contractor shall be responsible for the provision of its own Temporary Heat.
    - (2) Post Enclosure - Once the Commissioner determines that the building, or any portion thereof, has been enclosed, as set forth in Paragraph B below, the Contractor for Heating, Ventilating and Air Conditioning Work ("HVAC Work") 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). The Contractor for HVAC Work 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 for HVAC Work 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 for HVAC Work provided for herein is subject to the exception set forth in Paragraph H.3.b.(2) below.
  - 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 for HVAC Work shall be responsible for the provision of Temporary Heat, except as otherwise provided in Paragraph H.3.b.(2) below.

- (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 Paragraph H.3.b.(1) below, determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor for HVAC Work shall be responsible for the provision of Temporary Heat and such Contractor shall be paid for the same in accordance with Paragraph H.3.b.(1).

## B. ENCLOSURE OF STRUCTURES

1. Notification - The Contractor for General Construction Work shall notify all other Contractors 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 Paragraph A above, once the building has been enclosed, the Contractor for HVAC Work 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 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 for General Construction Work, and such work shall be deemed included in the Contractor for General Construction Work's bid 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 for HVAC Work shall be required to provide Temporary Heat 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 Contractor for HVAC Work 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 for HVAC Work shall include in its Total Bid 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 General Conditions. 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 (ccds). At a minimum, a full heating season shall extend from October 15<sup>th</sup> to April 15<sup>th</sup>.

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 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.
3. No open fires will be permitted.
4. Electric heating will not be permitted unless required by Contract Documents and Specifications or otherwise approved by the Commissioner.
5. Direct-fired equipment will be allowed in construction areas where the use of such equipment will not damage or deteriorate the construction or finishes or be harmful to persons working in the area.

F. TEMPORARY HEATING SYSTEM

1. The temporary system for the provision of Temporary Heat provided by the Contractor for HVAC

Work following enclosure of the building shall be complete including, but not limited to, torpedo blowers and/or propane heaters subject to provisions of paragraph E above), boilers and fuel storage, pumps, radiators, unit 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. THE CONTRACTOR FOR GENERAL CONSTRUCTION WORK

1. The Contractor for General Construction Work shall coordinate with the Contractor for HVAC Work in the work of providing Temporary Heat, and shall so coordinate its operations as to insure sufficient and timely performance of the work under all Contracts. The Contractor for General Construction Work 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 for General Construction Work shall include all expenses in connection with the supply of water for Temporary Heat in its Total Bid Price. During the period in which Temporary Heat in an enclosed building is being furnished and maintained by the Contractor for HVAC Work, the Contractor for General Construction Work shall, in order to 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 for General Construction Work shall maintain all permanent or temporary enclosures at its own expense.

H. THE CONTRACTOR FOR HVAC WORK

1. Use of Permanent Heating System for Temporary Heat after Building Enclosure
  - a. The Contractor for HVAC Work 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 for HVAC Work at his 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 for HVAC Work 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 for HVAC Work 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 for HVAC Work, including the placing of ancillary system equipment, shall be coordinated with the operations of all Contractors so as to insure sufficient and timely performance of the work of all Contractors. Once the permanent heating system is operating properly, the Contractor for HVAC Work shall remove all portions of the system for Temporary Heat which are not part of the permanent heating system.
3. Temporary Heat Allowance for Special Conditions or and/or Unforeseen Circumstances.
  - a. The City has established an allowance in the Contract for HVAC Work for payment of costs and expenses in connection with the provision of Temporary Heat as set forth herein. The amount of such allowance is set forth on the Bid Form for the Contract for HVAC Work and shall be included in the Total Bid Price of the Contractor for HVAC Work. The Contractor for HVAC Work 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 for HVAC Work 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 that after enclosure of the building, the Commissioner determines that (i) Contractors other than the Contractor for HVAC Work have not sufficiently advanced the work of their contracts that is necessary and required to permit the Contractor for HVAC Work to use the permanent or other heating equipment for the provision of Temporary Heat, and (ii) the Contractor for HVAC Work does not bear any responsibility for such other Contractors' failure to advance the work, the City shall pay the Contractor for HVAC Work for all differential costs for labor, material, and equipment necessary and required for the provision of a substitute system(s) for the provision of Temporary Heat or portions thereof in lieu of the permanent or other systems intended for Temporary Heat. 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.
  - (3) In the event the Commissioner determines that there is a need for maintenance of the permanent heating system by the Contractor for HVAC Work after written acceptance by the Commissioner of the work of all Contractors, and that the need for such maintenance is not the fault of the Contractor for HVAC Work, the Contractor for HVAC Work 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 HVAC Work 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 for HVAC Work 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 for HVAC Work must present original invoices for the same. DDC reserves the right to furnish the required fuel.
- d. Deduction - In the event that any amount of the allowance set forth herein is expended for payment to the Contractor for HVAC Work under the circumstances set forth in Paragraph b.(2) above, the Commissioner shall deduct and retain such amount out of moneys that are due and owing hereunder to the other Contractor(s) responsible for the failure to advance the work, as determined by the Commissioner. In the event the amount expended from the allowance exceeds the total sum due and owing to such other Contractor(s), such excess shall be paid to the City by such other Contractor(s) immediately upon demand.

#### I. THE CONTRACTOR FOR ELECTRICAL WORK

1. The Contractor for Electrical Work shall be responsible for providing the items set forth below and shall include all expenses in connection with such items in its Total Bid Price. The Contractor for Electrical Work shall provide such items promptly when required and shall in all respects coordinate its work with the Contractor for General Construction Work and the Contractor for HVAC Work in order to facilitate the provision of Temporary Heat by the Contractor for HVAC Work.
  - a. The Contractor for Electrical Work 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 for Electrical Work 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 by the Contractor for HVAC Work. Such power shall be provided by the Contractor for Electrical Work for the duration the Contractor for HVAC Work is required to provide Temporary Heat, as set forth in Paragraph D above.
2. In providing the items set forth in Paragraph 1 above, the Contractor for Electrical Work 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. THE CONTRACTOR FOR PLUMBING WORK**

1. The Contractor for Plumbing Work 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 his Contract. The Contractor for Plumbing Work shall include all expenses in connection with such items of work in its Total Bid Price. The Contractor for Plumbing Work shall provide such items of work promptly when required and shall in all respects coordinate its work with the Contractor for General Construction Work and the Contractor for HVAC Work in order to facilitate the provision of Temporary Heat by the Contractor for HVAC Work.
2. In the event portions of the permanent plumbing equipment furnished by the Contractor for Plumbing Work as part of the work of his Contract are used for the provision of Temporary Heat by the Contractor for HVAC Work, either during construction or prior to acceptance by the City of the complete plumbing system, the Contractor for Plumbing Work 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 for Plumbing Work 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).

**1.16 Scaffolding and Platforms**

- A. CONFORMANCE: Unless otherwise indicated, the Contractor for General Construction 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 following items.
- B. RESPONSIBILITY
  1. A Jobsite Monitor who shall be a competent person, designated and employed by the contractor who has a daily presence on the 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 Monitor is absent. The Jobsite Monitor shall:

- a. Verify completeness of documentation and submittals (as described below).
  - b. Verify that inspections are performed, including pull tests (see below), reports are filed and reported deficiencies are corrected.
  - c. Monitor trades using scaffold.
  - d. Limit access to scaffold areas that are tagged for non-use.
  - e. Inform trades of scaffold load limitations.
  - f. Monitor loading of decks.
  - g. Verify that any ties that are temporarily removed are properly restored in the same shift.
  - h. Verify that outriggers and planks that are moved are properly set up and secured.
  - i. Verify that all scaffold decks in use have proper access/egress.
  - j. Verify that all open sides of decks in excess of 14 inches have proper guardrails and toe-boards.
  - k. 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.
  - l. Keep a log of significant actions and events connected with the scaffolding.
2. The Contractor shall be responsible for erection, maintenance and dismantling of the scaffold / shed in conformance with the New York City Building Code and OSHA requirements, contract documents and engineering specifications. The Contractor shall also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.
  3. Scaffold Engineer is a New York State licensed PE engaged by the scaffold contractor / erector and responsible to ensure that the installation design conforms to the New York City Building Code and OSHA requirements, that the design comports with the capabilities of the components and the characteristics of the site, that scaffold loads on the host building, including netting, have been properly considered and that the design documents communicate information for erectors and users.
  4. 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 Monitor and inform the Jobsite Monitor of known hazards, non-conformances or violations.

#### C. JOBSITE DOCUMENTATION AND SUBMITTALS:

1. NYC Department of Buildings permit(s) for scaffold and side walk sheds (as applicable) including filing applications signed and sealed by A Professional Engineer licensed in the State of New York;
2. Site logistics plan / site safety plan;
3. Installation drawing(s), design and product data to be provided for **all** scaffold(s) and shed(s) must include, at a minimum:
  - a. Plan(s);
  - b. Elevation(s);
  - c. Duty load designation; "standard" (150 psf live load) or "heavy duty" (300 psf live load).
  - d. Details including base support, anchors and ties;
  - e. Notes and specifications including load limits, number of planked levels, tie spacing, netting, and sequence of installation and removal.
  - f. Anchorage into sound material.
  - g. Load limits based on pull tests;
  - h. Specifications for pull test(s), method, proof load and the number of trials;
  - i. Elevations, levels or heights, where anchorage is made into masonry;



- j. Specifications for frames, planks, screw jacks, anchors, and any other ancillary hardware;
- k. Samples for anchors, ties and netting;
- l. Sequence of operations for erection and demolition;
- m. Location plan, heights, widths, "jumps" over doorways and driveways;
- n. Specify size, maximum span and maximum spacing of headers and stringers;
- o. Specify legs, girts, braces, nailing and connections;
- p. All sidewalk sheds shall be designed, engineered, signed and sealed by a Professional Engineer licensed in the State of New York;
  - 1) Generic (not job specific) engineering drawings are satisfactory for standard sheds and arrangements.
  - 2) Special engineering is required for custom sheds, site-specific problems or non-standard arrangements.

**D. INSPECTIONS:**

1. Signed inspection reports shall be issued for each inspection and pull-test below, and shall be logged and maintained on site by the Jobsite Monitor for the duration of the project.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Scaffolds shall be inspected daily by the Jobsite Monitor or alternate prior to use by scaffold users.
8. At the completion of the project, submit all inspection documents to the Commissioner for record purposes.

**E. LADDERS AND STAIRS:** The Contractor for General Construction Work 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.

**F. ACCESS AND EXITS:** 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.

**1.17 Hoists and Hoistways**

**A. RESPONSIBILITY -** The Contractor for General Construction Work shall provide adequate numbers of material hoists for the most expeditious performance of all parts of its work. All other Contractors are required to provide their own facilities for the hoisting of materials under their respective Contracts. However, these Contractors may make arrangements, whenever possible, with the Contractor for General Construction Work for the use of its hoist upon such terms and conditions as it may prescribe.

- 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 other Contractors. 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 hoistways providing such use meets with the Building Code of the City of New York and the approval of the Commissioner, and providing further it entails no interference with the progress of the work of any Contractor.
- D. PROTECTION FOR INTERIOR HOISTS - All interior material hoistways 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.

**1.18 Certificates of Approval**

- A. RESPONSIBILITY - Each Contractor shall be responsible for and shall obtain all final approvals for the work installed under its 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 before final acceptance of the work of the Contract.

**1.19 Acceptance Tests**

- A. GOVERNMENTAL AGENCIES - All equipment and appliances furnished and installed under the Contract shall conform with 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 TEST - 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 Controlled 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, reinspecting, replacing of material and/or damage to the work of other trades and any delay caused to the schedule shall be borne by the Contractor.

**1.20 Progress Photographs (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- A. PHOTOGRAPHER - The Contractor for General Construction Work shall employ and pay for the services of a competent photographer who shall take photographs showing the progress of the work.
- B. PHOTOGRAPHS - There shall be four (4) photographs taken each month from the commencement of the Contract to the time of completion. These photographs shall show as far as possible, the work

completed within and on the exterior of the structure. The first series of photographs shall be taken prior to the actual commencement of work at the site. In addition thereto before final payment, there shall be six (6) photographs taken of unobstructed views of the completed project or projects 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 done. (For demolition work included in the Contract there shall be four (4) photographs taken before commencement of demolition operations; four (4) at the mid-point of operations; and four (4) at the completion of demolition operations). The prints shall be 8" x 10" gloss finish, mounted with a one (1) inch binding flap of muslin on the left side. They shall be marked on the back with date of exposure; the title of the project; and the specific location. Three (3) copies of each photograph shall be furnished free of charge to the Department of Design and Construction. Photographs shall be taken as ordered by the Commissioner.

#### **1.21 Job Meetings**

- A. MEETINGS SCHEDULE - Meetings shall be held as scheduled by the Resident Engineer in his office at the site, at which time Contractors for all separate Contracts shall have their representatives present to discuss all details relative to the execution of the work.
- B. ACCOMODATIONS - The Contractor for General Construction Work shall provide ample tables and chairs to accommodate all present at the meetings, and table space for Contract Drawings.
- C. AGENDA - The Resident Engineer shall preside over these meetings. 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 each Contractor will then dictate a brief statement for the record.

The Contractor for General Construction Work shall furnish all necessary typing and printing of the minutes prepared by the Consultant Architect/Engineer. Ample copies of the printed minutes shall be furnished to the Resident Engineer for distribution to all Contractors and representatives of the Commissioner.

- D. COORDINATION - Job meetings shall also be called by the Contractor for General Construction Work for the purpose of coordinating, expediting and scheduling the work of all Contracts in accordance with the master coordinated Job Progress Chart. All Contractors and their subcontractors, material suppliers or vendors whose presence is necessary, are required to attend. These meetings may, at the discretion of the Contractor for General Construction Work, be held at the same place and immediately following the Job Meetings held by the Resident Engineer. Minutes of these meetings shall be recorded, typed and printed by the Contractor for General Construction Work and distributed to all parties concerned.

#### **1.22 Guarantees and Warranties - Refer to the Addendum to the General Conditions for the applicability of this article.**

- 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 to the General Conditions.
- B. FORM - For all guarantee requirements set forth in Schedule B, the Contractor shall provide a written guaranty, in the form set forth on the following page.

**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

Subscribed and sworn to before me this  
day of \_\_\_\_\_, year \_\_\_\_\_

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

### 1.23 Removal of Rubbish and Surplus Materials

- A. 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.
- B. LOCATION - Each Contractor shall sweep up and deposit, at a location designated on each floor by the Contractor for General Construction Work, all of its rubbish, debris and waste materials, as it accumulates and when directed by the Resident Engineer. Wood cratings shall be broken up, neatly bundled, tied and stacked ready for removal and be deposited at a location designated on each floor by the Contractor for General Construction Work.
- C. LABORERS - The Contractor for General Construction Work 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 cratings 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.
- D. SURPLUS MATERIALS - Each Contractor shall remove from the site all surplus materials when there is no further use for same.
- E. 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.

### 1.24 Cleaning

Each 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 at time of substantial completion.

### 1.25 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, each Contractor will be required to arrange for all final inspections by the inspectional staff of the Department of Buildings 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.

### 1.26 Security Guards/Fire Guards on the Site (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. SECURITY GUARDS (WATCHMEN)
  - 1. The Contractor for General Construction Work shall provide competent Security Guards on the site until final completion of the project or earlier if so notified in writing by the Commissioner. The Security Service shall commence with the start of work. 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 trades. 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, until final completion of the project or earlier if so notified in writing by the Commissioner.

2. Every Security Guard shall be required to hold a "Certificate of Fitness" issued by the Fire Department. Every Security Guard shall, during their tour of duty, perform the duties of Fire Guard in addition to their security obligations.
  3. Should the Commissioner find that any Security Guard is unsatisfactory, such guard shall be replaced by the Contractor for General Construction Work upon the written demand of the Commissioner.
  4. Each Security Guard furnished by the Contractor for General Construction Work shall be instructed by the Contractor for General Construction Work to include in their duties the entire construction site including the Field Office, temporary structures, and equipment, materials, etc.
  5. Should the Contractor for General Construction Work or any other Contractor consider the security requirements outlined above inadequate, it 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 who provides the additional protection.
  6. Nothing contained in this Article shall diminish in any way the responsibility of each Contractor 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 for General Construction Work shall employ Security Guards/Fire Guards at all times, 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 for General Construction Work.
- C. RESPONSIBILITY - All Contractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

#### **1.27 Contractor's Daily Reports**

- A. DAILY REPORTS - As soon as the Contractor has started work on the Project, it shall submit to the Resident Engineer written daily reports of the work performed the previous day by any of its employees, including the employees of its subcontractors.
- B. INFORMATION - The reports shall be prepared by the Contractor's Superintendent and shall bear the Contractor's Superintendent signature. Each report shall contain the following information:
1. The type of materials and/or major equipment being installed by the Contractor and the total number of employees working in each category on that particular day.
  2. The names of the subcontractors working and the type of materials and/or major equipment being installed by each, together with the total number of employees working for each subcontractor on that particular day.
  3. The major construction equipment being used by each Contractor and/or subcontractor.

#### **1.28 Alternate or Substitute Equipment**

- A. In general, the Contract Drawings and Specifications show and describe arrangements suitable for the specific items of equipment either named or described. In the event that a Contractor submits for approval, and receives such approval, a device or piece of equipment which requires connections (vacuum, gas, steam, water, air, electric, etc.) or arrangements of these services, differing from those indicated or described in the Contract Documents, it shall be incumbent upon the Contractor submitting the alternate or substitute equipment to give timely notice to the other Contractors involved so that they may make suitable alterations in the work to accommodate the substitute or alternate equipment. The Contractor making the substitution shall be responsible for any and all additional

costs incurred by any of the Contractors by virtue of the substitution of equipment for the equipment named or described in the Contract Documents.

**1.29 Sleeve and Penetration Drawings (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- 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 Contractors for the engineering trades (Plumbing, Heating, Ventilating and Air Conditioning, and Electrical) shall submit to the Department of Design and Construction 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 that it may be determined if such penetrations will materially weaken the project's structure. The sketch will be stamped and returned if approved and/or comments will be transmitted. The engineering Contractors shall continue to submit sketches as the pouring schedule and the concrete work progresses and, until approvals for the penetration sketches have been given, shall not predicate their layout work on unapproved sketches.

**1.30 Location of Partitions (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- A. Within three (3) weeks after the concrete slabs have been poured on each floor level, the Contractor for General Construction Work shall immediately locate accurately all of the partitions, including the door openings, on the floor slabs in a manner approved by the Resident Engineer.

**1.31 Furniture and Equipment**

- A. RESPONSIBILITY - Each Contractor is responsible for moving all loose furniture and/or equipment in all areas when 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.

**1.32 Overtime Work (Ordered by Commissioner)**

- A. OVERTIME - The Commissioner reserves right to order and pay for overtime work.
1. The Commissioner can order overtime work when in the Commissioner's opinion, delay occurs and such delay is not the fault of the Contractor, or
  2. When work is of such an important nature that delay in carrying such work to completion would result in serious disadvantage to the public.
- B. ORDER FOR OVERTIME WORK - When overtime work is ordered by the Commissioner, such "Order" will be issued by the Commissioner on a special form letter over the signature of the Commissioner.
- C. CONTRACTOR'S PROCEDURE PRIOR TO COMMENCING WORK
1. Make immediate application to the Commissioner of Department of Labor, State of New York, for dispensation in accordance with Subdivision 2 of Section 220 of the Labor Law.
  2. Upon receipt of such dispensation, proceed expeditiously with ordered overtime work.

**1.33 Compliance with OSHA Regulations**

These Contract Documents and the work hereby contemplated shall be governed, at all times, by the following Federal Laws:

- A. William Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;

- B. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- C. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

### 1.34 Temporary Services

#### PART A (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. TEMPORARY WATER - during construction shall be furnished in the following manner:
  - 1. Immediately after the Contractor for General Construction Work has been ordered by the Commissioner to start work, it shall file an application with the Dept. of Environmental Protection for the schedule of charges for water use during construction. The Contractor for General Construction Work will be responsible for payment of water charges.
  - 2. Immediately after the Contractor for Plumbing Work has been ordered by the Commissioner to start work, it shall file an application with the Department of Environmental Protection's Bureau of Water Supply and obtain its permit to install the temporary water supply system. The system shall be installed and maintained for the use of all Contractors. A copy of the above mentioned permit shall be filed with the Commissioner. The Contractor for Plumbing Work 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 for Plumbing Work 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 for Plumbing Work shall take the necessary precautions to prevent the temporary systems from freezing.
- B. TOILET FACILITIES - both exterior and interior, for the use of all Contractors, shall be furnished and installed in the following manner:
  - 1. Toilet fixtures shall be furnished, installed and maintained in a satisfactory operating condition by the Contractor for Plumbing Work.
  - 2. Enclosures for the toilet fixtures shall be erected and maintained by the Contractor for General Construction Work.
  - 3. Heating for the enclosures shall be furnished, installed and maintained by the Contractor for General Construction Work.
  - 4. Electric lighting for the enclosures shall be furnished, installed and maintained by the Contractor for Electrical Work.
  - 5. The Contractor for General Construction Work shall keep the temporary toilet fixtures and enclosures in a clean and sanitary manner.
  - 6. No Contractor shall cause any sanitary nuisances to be committed by its employees in or about the work. Each Contractor shall enforce all sanitary regulations of the City and State Health Authorities.
- C. OVERTIME USE - Whenever any Contractor(s) work before or after the regular work hours hereinafter specified under Subparagraph D, or on a Saturday, Sunday or Holiday of any trade, such Contractor(s) shall pay the Contractor for Plumbing Work for the activation of the temporary water system and toilet facility services during such overtime periods. When more than one (1) Contractor is involved in overtime work, the costs thereof shall be prorated as determined by the Resident Engineer. When overtime is required by any or all Contractors on the work, the provisions for payment for regular time use of the temporary water supply system as specified in Subparagraph D shall apply.



- D. **ACTIVATION** - The Contractor for Plumbing Work shall bear the cost of keeping the temporary water supply system activated from a period of time 15 minutes before the established starting time of that trade which starts work earliest in the morning, to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week which is established as a regular working day for aforementioned trades and holds until completion and final acceptance of the work of the Contractor for Plumbing Work or until the services are terminated by instructions from the Commissioner.

**PART B (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- A. **WATER** - The Contractor for General Construction Work will be responsible for payment of water charges. Billing will be in accordance with the Department of Environmental Protection schedule of charges for Building Purposes.
- B. **ELECTRICITY** - for temporary light and the operation of small tools, is available in the area of this project and will be furnished to the Contractor for General Construction Work by the Contractor for Electrical Work without cost.
- C. **TOILET FACILITIES** - The Contractor for General Construction Work shall arrange with the Commissioner for the temporary use of certain toilets or washrooms within the project for the use of all employees during the execution of the work.
- D. **MAINTENANCE** - The Contractor for General Construction Work shall maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs due to misuse.
- E. **NUISANCES** - The Contractors shall not cause any sanitary nuisance to be committed by its employees in or about the work, and shall enforce all sanitary regulations of the City and State Health Authorities.

**1.35 Temporary Use, Operation and Maintenance of Elevators during Construction**

**PART A - FOR NEW BUILDINGS UP TO AND INCLUDING 15 STORIES (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- A. **INSTALLATION** - The Contractor for General Construction Work shall install and complete, as indicated herein, one (1) selected main elevator in the Project for temporary operation by the Contractor for General Construction Work for the transporting of employees of all Contractors and representatives of the Department of Design and Construction and other Governmental Agencies having jurisdiction of work at the project. The Contractor for General Construction Work shall furnish, install and maintain for such elevators, 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 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 for General Construction 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. The Contractor for General Construction shall employ and pay wages, including overtime wages if necessary, for all workers required for the operation and maintenance of the temporary elevator. The Contractor for General Construction shall be responsible for all costs for: (1) the installation of 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) all work in pits, shaftways and machine rooms necessary for the operation of the elevator, and (4) the replacement of the temporary elevator or parts utilized in connection therewith, if required.

- C. **ACTIVATION TIME** - The Contractor for General Construction Work shall keep the temporary elevator activated from a period of time 15 minutes before the established starting time of that trade which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week, which is established as a regular working day for the aforementioned trades.
- D. **COMMENCEMENT OF SERVICE** - The Contractor for General Construction Work 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 shaftway 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 shaftways.
  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 for Electrical Work, 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 shaftway and for the car control and signal traveling cables. The Contractor for Electrical Work shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer. The cost of this work shall be included in the Contractor for Electrical Work's Contract.
- F. **REMOVAL** - When elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor for General Construction Work shall remove the temporary enclosures and all temporary elevator equipment and promptly proceed with the installation of the permanent equipment as is required under the Contract.
- G. **INSPECTION** - Before temporary elevator equipment has been removed, a joint inspection of the equipment shall be made by the Contractor for General Construction Work 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 for General Construction Work 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 therefor will be made in accordance with Article 26 of the Contract.
- H. **REPLACEMENT** - The Contractor for General Construction Work shall replace with new, any of the equipment or parts of the temporary elevator installation that were damaged, destroyed, or that indicate excessive wear or corrosion excepting the replacement of hoisting ropes. All shaftways, 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 for General Construction Work except for the replacement of hoisting ropes.

- I. COSTS - The Contractor for Electrical Work shall pay the costs of all electrical current used for operating the temporary elevators. The Contractor for General Construction Work shall provide all necessary conduit and wiring connections for the proper operation of the elevator and the signaling of the temporary elevators.
- J. LIMITATIONS OF USE - The temporary elevator shall not be used during its operation for hoisting of materials or removal of rubbish, but shall be limited only to the transportation of employees of all Contractors and the representatives of City Departments and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the various Contractors 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. The particular Contractor using the elevator for the hoisting of its material shall be responsible for any damage to the elevator during the entire period of such use. The Contractor for General Construction Work shall give notification in writing to the Resident Engineer of any alleged damage to the elevator installation within 24 hours after the elevator has been employed for the hoisting of materials by the particular Contractor(s).
- K. PAYMENT FOR USE - The Contractor for General Construction Work shall be paid for its operation and maintenance of the temporary elevator or permanent elevator used for temporary service at the daily rate indicated under the Item of its Contract. All other costs in connection with the elevator installation and equipment, excepting electrical work done by the Contractor for Electrical Work under its Contract, shall be included in the Contractor for General Construction Work's Contract.
- L. LIQUIDATED DAMAGES - The Contractor for General Construction Work 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 41<sup>st</sup> 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 for General Construction Work.
- M. OVERTIME USE - All Contracts. Whenever any Contractor or Contractors work before or after the regular work hours as indicated in Paragraph B above, or on a Saturday, Sunday or Holiday, such Contractor or Contractors shall pay the Contractor for General Construction Work for the operation and maintenance of the temporary elevator, if required by such Contractor or Contractors, at the daily rate indicated in the Contract but increased to reflect the difference between regular wage rates and overtime wage rates. The basic hourly charge shall be considered as one ninth (1/9) of the amount shown in the Item of the Bid form of the General Construction Work Contract. The City will not pay any Contractor for such overtime use of the elevator. When more than one (1) Contractor is involved in the overtime work, the charges shall be prorated as determined by the Resident Engineer unless otherwise agreed mutually among all the Contractors involved.

**PART B - FOR NEW BUILDINGS OVER 15 STORIES (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- A. INSTALLATION - The Contractor for General Construction Work shall install and complete, as indicated herein, two (2) selected main elevators in the Project for temporary operation by the Contractor for General Construction Work for the transporting of employees of all Contractors and representatives of the Department of Design and Construction and other Governmental Agencies having jurisdiction over work at the project. The Contractor for General Construction Work shall furnish, install and maintain for such elevators, 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 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. The two (2) elevators will not be operated simultaneously.

- B. **RESPONSIBILITY** - The Contractor for General Construction 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. The Contractor for General Construction shall employ and pay wages, including overtime wages if necessary, for all workers required for the operation and maintenance of the temporary elevator. The Contractor for General Construction shall be responsible for all costs for: (1) the installation of 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) all work in pits, shaftways and machine rooms necessary for the operation of the elevator, and (4) the replacement of the temporary elevator or parts utilized in connection therewith, if required.
- C. **ACTIVATION TIME** - The Contractor for General Construction Work shall keep the temporary elevator activated from a period of time 15 minutes before the established starting time of that trade which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week, which is established as a regular working day for the aforementioned trades.
- D. **LOW RISE ELEVATOR** - The Contractor for General Construction Work 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 shaftways.
  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 for Electrical Work, 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 for Electrical Work shall make all these required connections as soon as the Equipment is declared ready for such connections by the Resident Engineer. The cost of this work shall be included in the Contractor for Electrical Work's Contract.
- F. **HIGH RISE ELEVATOR** - The Contractor for General Construction Work 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 shaftway 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 shaftways.
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. The Contractor for Electrical Work, 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 shaftway.

The Contractor for Electrical Work shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer. The cost of this work shall be included in the Contractor for Electrical Work's Contract.

- H. When the high rise elevator is completed and ready for temporary operation, the low rise temporary elevator shall be shut down.
- I. 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 for General Construction Work shall remove the temporary enclosures and all temporary elevator equipment, and promptly proceed with the installation of the permanent equipment as is required under the Contract.
- J. Before temporary elevator equipment has been removed, a joint inspection of the equipment shall be made by the Contractor for General Construction Work 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 for General Construction Work 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 therefor will be made in accordance with Article 26 of the Contract.
- K. The Contractor for General Construction Work shall replace with new, any of the equipment or parts of the temporary elevator installations that were damaged, destroyed, or that indicate excessive wear or corrosion excepting the replacement of hoisting ropes. All shaftways, 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 for General Construction Work except for the replacement of hoisting ropes.
- L. The Contractor for Electrical Work shall pay the costs of all electrical current used for operating the temporary elevators. The Contractor for General Construction Work shall provide all necessary conduits and wiring connections for the proper operation of the elevators and the signaling of the temporary elevators.

- M. No temporary elevator shall be used during its operation for hoisting of materials or removal of rubbish, but shall be limited only to the transportation of employees of all Contractors and the representatives of City Departments and other governmental agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specific times to the various Contractors to hoist materials which, in the Resident Engineer's opinion, will not overload or damage the elevator installation, but only after such time as all plastering has been completed from the second floor up. The particular Contractor using the elevator for the hoisting of its material shall be responsible for any damage to the elevator during the entire period of such use. The Contractor for General Construction Work shall give notification in writing to the Resident Engineer of any alleged damage to the elevator installation within 24 hours after the elevator has been employed for the hoisting of materials by the other Contractors.
- N. The Contractor for General Construction Work shall be paid for its operation and maintenance of each temporary elevator or permanent elevator used for temporary service at the daily rate indicated under the item of its Contract. All other costs in connection with elevator installation and equipment, excepting Electrical Work done by the Contractor for Electrical Work under its Contract, shall be included in the Contractor for General Construction Work's Contract.
- O. LIQUIDATED DAMAGES - The Contractor for General Construction Work 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 for General Construction Work.
- P. OVERTIME USE - ALL CONTRACTS. Whenever any Contractor(s) work before or after the regular work hours as indicated in Subparagraph B above, or on a Saturday, Sunday or Holiday, such Contractor or Contractors shall pay the Contractor for General Construction Work for the operation and maintenance of the temporary elevator, if required by such Contractor or Contractors, at the rate indicated in the Item of the bid form of the General Construction Work Contract but increased to reflect the difference between regular wage rates and overtime wage rates. The basic hourly charge shall be considered as one ninth (1/9) of the amount shown in the item of the General Construction Work Contract. The City will not pay any Contractor for such overtime use of the elevator. When more than one (1) Contractor is involved in the overtime work, the charges shall be prorated as determined by the Resident Engineer unless otherwise agreed mutually among all the Contractors involved.

**PART C - EXISTING BUILDINGS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- A. The Contractor for General Construction Work may use, at the Commissioner's discretion, one (1) selected elevator in the project for temporary operation by the General Construction Work Contractor for the transportation of employees of all Contractors and representatives of the Department of Design and Construction and other Governmental Agencies having jurisdiction over work at the Project. The Contractor for General Construction Work shall maintain for such elevators, all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices hand reset target annunciators, signal devices, and all other permanent or temporary parts. The installation 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. The Contractor for General Construction 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. The Contractor for General Construction shall employ and pay wages, including overtime wages if necessary, for all workers required for the operation and maintenance of the temporary elevator. The Contractor for General Construction shall be responsible for all costs for: (1) the installation of 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) all work in pits, shaftways and machine rooms necessary for the operation of the elevator, and (4) the replacement of

the temporary elevator or parts utilized in connection therewith, if required.

- C. The Contractor for General Construction Work shall keep the temporary elevator activated from a period of time of 15 minutes before the established starting time of that trade which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week, which is established as a regular working day for the aforementioned trades.
  - D. The Contractor for General Construction Work shall replace with new any of the equipment or parts of the elevator for temporary operation installation that were damaged, destroyed, or that indicate excessive wear or corrosion excepting the replacement of hoisting ropes. All shaftways, 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 for General Construction Work except for the replacement of hoisting ropes.
  - E. The elevator for temporary operations shall be used during its operation for hoisting of materials or removal of rubbish, but shall be limited only to the transportation of employees of all Contractors and the representative of City Departments and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the various Contractors to hoist materials which, in the Resident Engineer's opinion, will not overload or damage the elevator installation. The particular Contractor using the elevator for the hoisting of its material shall be responsible for any damage to the elevator during the entire period of such use. The Contractor for General Construction Work shall give notification in writing to the Resident Engineer of any alleged employed for the hoisting of materials by the particular Contractor(s).
  - F. The Contractor for General Construction Work shall pay all costs for the operation and maintenance of the elevator for temporary operation. All other costs in connection with the elevator and equipment excepting electrical work done by the Contractor for Electrical Work under its Contract, shall be included in the Contractor for General Construction Work's Contract.
  - G. LIQUIDATED DAMAGES - The Contractor for General Construction Work 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 for General Construction Work.
  - H. OVERTIME USE - ALL CONTRACTS - Whenever any Contractor(s) work before or after the regular work hours as indicated in Paragraph B above, or on a Saturday, Sunday or Holiday, such Contractor(s) shall pay the Contractor for General Construction Work for the operation and maintenance of the elevator, if required by such Contractor(s) at the union daily rates but increased to reflect the difference between regular wage rates and overtime wage rates. The City will not pay any Contractor for overtime use of the elevator. When more than one (1) Contractor is involved in the overtime work, the charges shall be prorated as determined by the Resident Engineer unless otherwise agreed mutually among all the Contractors involved.
- 1.36 General Mechanical Requirements (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**
- A. The General Mechanical Requirements contained herein shall be followed by all Contractors furnishing mechanical equipment under their respective Contracts.
  - B. 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.
  - C. THE CONTRACT DRAWINGS - are in part diagrammatic and show the general arrangement of the equipment, ducts and piping included in the Contract and the approximate size and location of the

equipment. The Contractor shall follow these Contract Drawings in laying out the work and shall consult the Contract Drawings of the other Contracts to become familiar with all conditions affecting it and to verify the spaces in which it will be installed. The Contractor shall cooperate with the Public Utilities doing certain necessary work for this project. The attention of the Contractor is called to the Contract Drawings for General Construction Work for the location, arrangement and extent of plumbing and other fixtures and equipment. All work shall be installed in locations as shown on these Contract Drawings.

- D. 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. The work shall not be deemed substantially complete until the certificates have been delivered.
- E. SHOP DRAWING SUBMITTALS - Contractors doing mechanical work shall submit, as directed, Shop Drawings, roughing drawings, manufacturer's Shop Drawings, field drawings, cuts, bulletins, etc., of all materials, equipment and methods of installation shown or specified.
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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. MACHINERY PARTS - shall conform exactly to the dimensions shown on the Contract Drawings. The equivalent parts of identical machines shall be identical so that they can be interchangeable.



- K. FITTINGS - All grease lubricating fittings on equipment shall be of a uniform type and shall be readily accessible and types proposed to be used shall be submitted for approval.
- L. GUARDS - All machinery shall be designed with protecting guards conforming with the requirements of the Industrial Code of the New York State Department of Labor or OSHA, whichever is stricter.
- M. LIMIT SWITCHES - Unless otherwise specified, limit switches and other mechanically actuated switches shall be enclosed in tight metal boxes and be installed in the proper locations ready for conduit connections. Switches shall be complete with all supports, stops, cams, arms, tripping and operating members, which shall be adjustable where required for proper functioning.
- N. ANCHORS, BOLTS, ETC. AND FOUNDATIONS - Unless otherwise specified, the Contractor shall furnish the necessary anchors, bolts, guides, track rails, bearing plates, substantial templates and all other appurtenances, and build the necessary foundations, as approved by the Commissioner, for all equipment supplied by the Contractor under its Contract.
- O. EQUIPMENT DESIGN - Equipment and appurtenances shall be designed in conformity with ASME and AIEE standards and shall be of rugged construction and of sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation, and all conditions of operations. Adequate stays, braces and anchors shall be provided. All bearings and moving parts shall be adequately protected against wear by bushings, or other approved means, and shall be fully lubricated by readily accessible devices. Details shall be designed for appearance as well as utility. Protruding members, joints, corners, gear covers and the like shall be finished in appearance. All exposed welds shall be ground smooth and the corners of structural shapes shall be mitered.
- P. SUPPORTING STRUCTURES DESIGNED BY THE CONTRACTOR - Unless otherwise specified, supporting structures for equipment to be furnished by the Contractor shall be designed and 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:
1. Structural Steel - ASTM Standard Specifications, AISC and NYBC.
  2. 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 NYBC for average concrete.
  3. 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.
- Q. ENGINEER'S ASSUMED DESIGN DATA - All structural steel, concrete and reinforcement indicated or specified to support the equipment or appurtenances and the area immediately adjacent thereto have been designed from data based on assumed average anticipated clearances and loading. The final structural design in these locations will be based on definite data received from the Contractor after the Commissioner approves the equipment and appurtenances to be installed. The Commissioner will then redesign, if necessary, the supporting structure to properly support and maintain the approved equipment and appurtenances. Necessary major changes in design will be covered by Supplementary Drawings that will be furnished to the Contractor. All changes indicated or necessary to accommodate the equipment and appurtenances, shall be incorporated into the Working Drawings submitted for approval, and the cost of furnishing and installing the work necessitated by these changes shall be borne by the Contractor furnishing the equipment.
- R. INSTALLATION OF EQUIPMENT - Equipment shall be erected in a neat and workmanlike manner on the foundations, at the locations and elevations shown on the Contract Drawings or as required. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between various units and with piping and equipment that may be installed under other Contracts. When required by the Specifications, the Contractor shall obtain the assistance of a competent and experienced Engineer or Superintendent, in the employ of the manufacturer, to install the equipment.

- S. ELIMINATION OF NOISE - All work provided under the Contract shall operate without objectionable noise or vibration.
1. 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.
  2. Should noise or vibration found objectionable by the Commissioner be transmitted by any pipe or portions of the structure from 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.
- T. GROUTING - The Contractor shall furnish all material and labor for proper bedding on Portland Cement grout, the equipment or its supporting base. Grout shall consist of one (1) part Portland Cement and one (1) part of approved sand. The top of the masonry foundation shall be properly cleaned and wetted before grouting. Grout shall completely fill all spaces between the equipment, or base, and the foundation and it shall generally average one (1) inch in thickness. Leveling wedges shall not be removed before the grout has reached its final set. Voids left by wedges shall be pointed with grout. Exposed surfaces of the grout shall have a finished appearance.
- U. 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.
- V. 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.

### 1.37 General Electrical Requirements

SCOPE - This Article 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 Article and the requirements of the Specifications and/or the Contract Drawings, whichever requirements is the most stringent, as determined by the Commissioner, shall take precedence.

#### PART A - PROCEDURE--ELECTRICAL APPROVALS

SCOPE- This Section sets forth general electrical information, as well as required approvals for all electrical work required for the Project, including ancillary electrical work which may be included in contracts for other than the Contract for Electrical Work.

- 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. SUPERVISION AND ACCEPTANCE - The electrical work and equipment shall be installed under the supervision of the Commissioner's representative. Final acceptance and approval of the work will be contingent upon the inspection and test of the installation by the City regulatory agency, on completion.
- C. TESTS - The Contractor shall notify the Commissioner when the Contractor will examine and begin

work and shall also notify the Commissioner when the Contractor has completed the work and is ready to have it inspected and tested. Upon completion of the work and prior to final payment, 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 are 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.) - Before final payment is made, there must be filed with the Department of Design and Construction, a Certificate of Inspection signed by the Director of the B.E.C., which Certificate shall certify that all materials and workmanship comply with the rules and regulations of the B.E.C. of the City of New York and with the Electrical Code of the Administrative Code of the City of New York.

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 these Specifications.
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 apparatus 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 apparatus or materials of the same kind, type or classification and being used for identical types of service, shall be made by the same manufacturer.

G. CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL

1. The Contractor shall submit to the Commissioner for approval, 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 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.

H. TIMELINESS - All material shall be submitted in sufficient time for the program 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.

I. CONTRACTOR'S STATEMENT WITH SUBMITTALS - All dimensional drawings of equipment, blueprints, catalogues, models, samples and other data relative to the equipment, the materials, the work or any part thereof submitted for approval are to be accompanied by a statement that they have been examined by the Contractor and that the drawings, data and other material submitted agree with the requirements of the Contract and Specifications and shall list and describe the points of

disagreements, if any exist. In the absence of such statement, approvals will be given with the understanding that articles of equipment or materials or methods of installation are in substantial compliance with the Contract and that if the adoption of these designs, details, articles, equipment, materials, constructions, installations, places and locations necessitate changes, alterations or replacements at an increased cost to the Contractor or others, the Contractor making the substitution for the specified equipment or material shall bear all such additional expense involved.

- J. **BULLETINS AND INSTRUCTIONS** - The Contractor shall furnish and deliver to the Commissioner, 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 B - TEMPORARY LIGHTING, SITE SECURITY LIGHTING & POWER**

**SCOPE** - This Section sets forth the General Conditions and procedures relating to Temporary Lighting, Site Security Lighting and Power during the construction period, and is applicable to, and binding on, all Contracts insofar as they are affected.

#### **A. TEMPORARY LIGHTING (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

1. Energy for the Temporary Lighting System for minor rehabilitation projects (those projects whose existing distribution system is not being changed or modified under the scope of this project) may be taken from the existing electrical distribution system if the existing system is of adequate capacity for the additional temporary lighting load. The Contractor for Electrical Work is to cooperate and coordinate with the facility custodian so as not to interfere with the normal operation of the facility.
2. Energy for the Temporary Lighting system for new projects and for those existing projects that are not covered in the preceding paragraph shall be provided as in the following paragraphs.
3. **CONNECTION TO UTILITY LINES** - Temporary Electric Service for use during construction shall be provided as follows: The Contractor for Electrical Work 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. The Contractor for Electrical Work shall include in its bid any charges which may be made by the Public Utility Company for extending its electrical facilities, and for making final connections. The Contractor for Electrical Work shall make payment directly to the Public Utility Company.
4. **APPLICATIONS FOR METER** - The Contractor for Electrical Work 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 Lighting. The Contractor for Electrical Work shall pay to the Public Utility Company, all bills for Temporary Lighting energy used throughout the work, as they become due.
5. **SERVICE AND METERING EQUIPMENT** - The Contractor for Electrical Work shall furnish and install, at a suitable location on the site, approved service and metering equipment for the Temporary Lighting 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 Temporary Lighting and Site Security Lighting and shall meet all requirements of the NYCEC.
6. The Contractor for Electrical Work shall furnish and connect to the metered service point, a system of Temporary Lighting 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.

7. ITEMS - The Temporary Lighting System 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, trailers 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.
8. The Temporary Lighting System shall be progressively installed as required for the advancement of the work under the various Contracts.
9. RELOCATION - Any Contractor requiring the relocation or extension of the original Temporary Lighting System that is not required due to the normal advancement of the work, as determined by the Commissioner's field representative, shall bear all costs thereof.
10. TRAILERS - Trailers shall be furnished with left-hand sockets with locked type guards and 40 feet of rubber covered cable. The Contractor for Electrical Work shall furnish and distribute a minimum of three (3) complete trailers to each Contractor. See the detailed Electrical Specifications for possible additional trailers required.
11. LAMPS - The Contractor for Electrical Work shall furnish and install one (1) complete set of lamps, including those for the trailers. Broken and burned out lamps in the general lighting system shall be replaced by the Contractor for Electrical Work while those in the trailers shall be replaced by the Contractor using such equipment. All lamps shall be 100 watt.
12. CIRCUIT PROTECTION - The Contractor for Electrical Work shall furnish and install GFI protection for the Temporary Lighting and Site Security Systems.
13. ENERGIZING - The Contractor for Electrical Work shall keep the Temporary Lighting System energized from a period of time, 15 minutes before the established starting time of that trade, which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week which is established as a regular working day for any trade involved in the construction of this facility and holds until completion and final acceptance of the work of the Contractor for Electrical Work or until the services are terminated by instructions from the Commissioner.
14. MAINTENANCE OF TEMPORARY LIGHTS
  - a. The Contractor for Electrical Work shall maintain the Temporary Lighting System in good working order during the scheduled hours established.
  - b. The Contractor for Electrical Work is to include in its contract all charges for energy for the Temporary Lighting System.
  - c. The Contractor is advised to show the estimated cost of the installation, maintenance and energy of temporary electrical facilities in its detailed cost estimate of its Contract so as to facilitate partial payments during construction.
15. OVERTIME USE - Any Contractor requiring Temporary Lighting Service before or after hours set forth hereinbefore, or on weekends or a Holiday for all trades involved in the construction of this facility, shall pay for the additional cost of keeping the system energized and repaired. If more than one (1) Contractor is involved, the charges shall be prorated, or shared by other acceptable means previously agreed upon by the Contractors involved. When overtime is required by all Contractors on the work, the provisions for payment for regular time use of the Temporary Lighting System shall apply.
16. SERVICE BEYOND COMPLETION DATE - When failure to comply with the terms and conditions of any Contract necessitates temporary light beyond the date set for completion of the Contract for Electrical Work, the Contractor requiring such additional service shall pay for keeping it energized. When more than one (1) Contractor requires such service, the expense thereof shall be prorated

as determined by the Commissioner.

17. **ADJUSTMENT IN CONTRACT PRICE FOR TEMPORARY LIGHTING MAINTENANCE** - In the event that the temporary lighting maintenance extends beyond the Contract time through no fault of the Contractor for Electrical Work, the additional maintenance cost will be in accordance with the requirements of the following paragraphs:

- a. Payment for maintaining Temporary facilities when required will be made at the average hourly wage for electricians plus 69% of this rate, for each hour of work done upon order of the Resident Engineer. Payments will be included in partial estimates upon submission of detailed vouchers stating date, hour and time expended for each item of work.
- b. The addition of 69% of the average hourly wage rate specified above shall be deemed as the total allowance for all profit and overhead and for any and all other costs and expenses of any nature whatsoever, including but not limited to allowance for insurance, workman's compensation, unemployment insurance and other supplementary benefits.

18. **REMOVAL OF TEMPORARY LIGHTING WIRING** - The temporary lighting system shall be removed by the Contractor for Electrical Work when authorized by the Commissioner.

19. **HAND TOOLS** - The temporary electric lighting system shall not be used for power purposes, excepting that light hand tools not larger than 1/4 horsepower may be operated therefrom by any Contractor.

**B. SITE SECURITY LIGHTING (FOR NEW CONSTRUCTION ONLY) (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

1. The Contractor for the Electric Work 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.
2. It is essential that the site security lighting system be completely installed and operating, at the earliest possible date. All Contractors must 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, and a part of the system interferes with the work of any trade, that trade 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 for Electrical Work.
5. The site security system shall be kept illuminated at all times during the hours of darkness. The Contractor for Electrical Work, at its own expense, shall keep the system in operation, furnishing and installing all material necessary to replace all damaged or burned out parts.
6. The Contractor for Electrical Work 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 for Electrical Work and shall be removed and disposed of by the Contractor for

Electrical Work upon completion of that phase of the project.

C. TEMPORARY POWER

1. Any Contractor requiring temporary power for equipment larger than 1/4 horsepower shall arrange with the Public Utility for service and pay for all electrical energy consumed by its lines.
2. The Contractor shall provide service, metering equipment and distribution centers as required, and be responsible for keeping the system in working order.
3. When directed by the Commissioner, the Contractor shall remove its own temporary power system.

D. 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 for Electrical Work shall have the temporary lighting system changed over from the temporary service points to the main distribution panel.
2. COST OF CHANGE OVER - The Contractor for Electrical Work shall be responsible for all cost 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 lighting specified herein shall be adhered to after change over of service.
4. NO EXTRA COST - The operation of the service and switchboard equipment shall be under the supervision of the Contractor for Electrical Work, 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 for Electrical Work.

PART C - ELECTRICAL INSTALLATION PROCEDURE

SCOPE - This Section sets forth the general installation procedure that shall apply to all electrical work and electrical equipment appearing in any of the Contracts.

- A. INTENT OF CONTRACT DOCUMENTS - Contract Specifications and Contract Drawings 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 each Contractor shall provide whatever labor and materials are found necessary, within the scope of its 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 the Department of Design and Construction. 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 the Department of Design and Construction 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 Contractor for Plumbing Work and shall extend one (1) inch above finished floor.
- D. COORDINATION - Each 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. Each 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. RESPONSIBILITY FOR ERRORS OF INSTALLATION - In case of interference with the work of others or erroneous placement of work with respect to equipment or structures, each Contractor shall cooperate with other affected Contractors for an immediate agreeable solution of the affected work with each Contractor furnishing its responsible share of the labor and materials necessary to complete the installation in an approved manner.
- F. 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 who caused the damage. Each 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. Any Contractor who pierces waterproofing because of the installation of their work shall, at their own expense, restore the waterproofing to the satisfaction of the Commissioner.
- G. ELECTRICAL WORK AT SITE - Any Contractor who is required to furnish 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 who furnished the unit, without cost to the City.
- H. COOPERATION AMONG CONTRACTORS - Whenever an electrically operated unit or system involves the combined work of several Contractors for its installation and successful operation, each Contractor shall exercise the utmost diligence in cooperating with others to produce a complete, harmonious installation.
- I. DEFINITIONS
1. WIRING means both wire and raceway (rigid steel, heavy wall conduit unless specifically indicated otherwise).
  2. POWER WIRING means wiring from a panelboard 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.
  3. 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.
- J. WORK BY CONTRACTORS FURNISHING ELECTRICAL EQUIPMENT - Any Contractor who furnishes an electrically operated or motorized unit of equipment shall install same and, as part of its Contract, perform the following work in connection therewith:
1. FOUNDATIONS - Unless otherwise specified or indicated, the Contractor furnishing electrically operated equipment shall also furnish and install approved foundations for same. Special



foundations, if required, will be described in the detailed Specification.

- a. MATERIAL - All foundations, unless required otherwise, shall rest on a structural slab and shall be of poured concrete, of a mixture specified for reinforced concrete. Foundations shall present a neat, smooth appearance without voids, sharp corners or edges.
  - b. DIMENSIONS - Foundation dimensions, height above floor, methods of setting, aligning and anchoring of equipment shall be as recommended by the manufacturer of equipment and approved by the Commissioner. The minimum height of foundations above finished floor shall be four (4) inches and foundations shall extend at least six (6) inches at all sides beyond the base plates of equipment.
2. At least one (1) inch of grout shall be applied under the equipment base plate after placement and alignment of the equipment.
  3. ITEMS - Anchor plates, bolts, sleeves, nuts and washers and other necessary items for proper installation of equipment shall be provided. The Contractor shall also furnish and set required templates to locate accurately the positions of the hold down bolts.
  4. VIBRATION ISOLATION - If specifically required in the detailed Specifications for a particular unit, vibration isolators shall be provided for rotating equipment.
  5. SUPPORTS - If any motorized equipment is required to be mounted overhead or off a wall, the Contractor supplying the unit shall furnish and install a suitable platform, bracket or shelf, whichever is appropriate or specified, and mount the equipment thereon. This support shall be constructed of substantial steel members, plates, etc., and the whole securely fastened to the structure or to anchors previously embedded in the wall or slab. In case of excessive vibration transmitted to structure, isolating pads or other devices shall be installed. The Contractor shall apply one (1) coat of approved primer paint to the support and one (1) additional coat of approved paint in the field.
  6. ASSOCIATED EQUIPMENT - The Contractor who furnishes a motorized or electrically operated unit of equipment shall also furnish all associated motor starters, disconnect means, relays, control devices, lamps, or other devices, necessary for the successful functioning of the unit.
  7. POINT OF DELIVERY - Any item specified to be installed by the Contractor for Electrical Work and delivered to the site that can not be hand carried (due to bulk, weight or timeliness) to the location of its installation is to be delivered and set in place, leveled and secured by the Contractor furnishing the equipment. Such delivery shall be to the location where it is to be installed by the Contractor for Electrical Work.
  8. CONTROL AND INTERLOCK WIRING
    - a. General Construction Work and Plumbing Work.
      - (1) All control wiring associated with doors and door hardware is to be furnished and installed, unless otherwise indicated, by the Contractor furnishing the doors. Power for the door operation and for its controls shall be furnished and installed by the Contractor for Electrical Work.
      - (2) All other control wiring associated with equipment furnished by either the Contractor for General Construction Work or the Contractor for Plumbing Work is to be furnished and installed by the Contractor for Electrical Work.
    - b. Contractor for Heating, Ventilating and Air Conditioning Work
      - (1) The furnishing and installing of all control devices and all control and interlock wiring for equipment furnished under the Heating, Ventilating and Air Conditioning Contract shall be

by that Contractor, including any power required for any control device.

(2) The Contractor for Heating, Ventilating and Air Conditioning Work shall deliver to the Contractor for Electrical Work all starters and disconnect switches specified to be furnished under the Heating, Ventilating and Air Conditioning Contract. The Contractor for Electrical Work is to install the starters and disconnect switches, and furnish and install all power wiring and make connections between the starter, disconnect switch and motor or equipment being served. The motor or equipment is to be mounted by the Contractor furnishing the motor.

9. INSTALLATION OF BURNER - The Contractor who furnishes and installs the gas/oil-fired boiler/furnace shall also include as part of its Contract, the work of furnishing, installing and connecting all equipment, controls with necessary conduits and wiring, to a service point provided by the Contractor for Electrical Work. Unless detailed otherwise in the Specific Requirements, the Contractor for Electrical Work shall furnish power from the power source to a junction box furnished and installed by the Contractor for the Electrical Work and located near the boiler/furnace control panel. The Contractor for Electrical Work shall also furnish and install an empty conduit and a junction box to be located at a remote location (outside of the boiler/furnace room) for an emergency shut-off switch. The shut-off switch and all other conduit and wire shall be furnished and installed by the Contractor furnishing the boiler/furnace.

K. WORK BY CONTRACTOR FOR ELECTRICAL WORK - The Contractor for Electrical Work shall perform the following work:

1. PANELETTE - The Contractor for Electrical Work shall furnish and install a four (4) circuit panelette in each mechanical equipment room.
2. STARTERS AND DISCONNECT SWITCHES - The associated disconnect switches and starters approved by the Department of Design and Construction which require mounting or wiring apart from a main equipment unit shall be delivered, prewired, to the Contractor for Electrical Work at the site of the project, who shall install and wire them. The electrical Contractor shall acknowledge acceptance in writing to the Contractor supplying them, and thereafter assume responsibility for their safe keeping until final acceptance of its work by the City.
3. CONTROL DEVICES - The Contractor for Electrical Work shall install conduit, wire, and make all connections for all interlock and control devices furnished under the Plumbing Work Contract and also all control and interlock devices furnished under the General Construction Work Contract, except for door control wiring. The various control and interlock devices, furnished (prewired) by the Contractors for Plumbing and General Construction Work Contractors, shall be installed and final connections made by the Contractor for Electrical Work.
4. DOOR CONTROL WIRING - Unless specifically detailed otherwise in the Contract Documents for Electrical Work, all door control and interlock devices are to be furnished and installed and wired by the Contractor furnishing the required control and interlock devices.
5. TESTS - The Contractor supplying the equipment, together with the Contractor for Electrical Work shall cooperate in making preliminary tests to establish the correctness of the installation. If a faulty operation of the unit is discovered, the Contractor whose work is the cause shall, without delay, remedy the trouble.

L. PAINTING

1. Ingredients and methods of application shall conform to that as required for similar work under the Contract for General Construction Work.
2. ALL METAL CABINETS - including switchboards, panelboards, boxes (pull, junction and outlet), trims, doors and covers shall be painted as follows:

All surfaces inside and outside, one (1) approved coat of primer. All accessible surfaces one (1) coat of approved paint inside and outside, in the field after installation.

3. HANGERS, CONDUITS AND FITTINGS - The Contractor who installs them shall give one (1) field applied, approved coat primer, followed by a second coat.
4. FINAL COAT--A final or third coat of paint, as directed, shall be applied by the Contractor installing them when the wall surfaces on which they are supported or the ceiling from which they are hung are not painted by the Contractor for General Construction Work. Pull boxes shall be neatly and legibly stenciled to show service.
5. PAINTING OF MOTORIZED EQUIPMENT - The Contractor furnishing electrically driven equipment shall paint motors and driven equipment, starters and controllers and other equipment provided by the Contractor. The Contractor shall provide any painting or finishing that may be required in the Specifications. For certain equipment having special corrosion resistant factory finishes, painting may be waived by special permission. Equipment shall be neatly stenciled, with legible characters to indicate service by the Contractor who supplies the equipment.
6. NAME PLATES - shall be left clean of all paint.

**PART D - ELECTRICAL CONDUIT SYSTEM INCLUDING BOXES (PULL, JUNCTION AND OUTLET) - (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

SCOPE - This Section sets forth the requirements applying to any Contract requiring the installation of electrical conduits, boxes or fittings. Rigid steel conduit shall be used through out, unless specifically indicated otherwise. TYPES-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.

**A. CONDUIT TYPES**

1. RIGID STEEL CONDUIT - shall be interpreted to 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 Building Code. Rigid steel conduit shall be used for all underground conduits in contact with earth, for Fire Alarm Systems and as required by authorities having jurisdiction.
2. ELECTRICAL METALLIC TUBING (EMT) - shall be industry standard thin wall conduit of galvanized steel only. All elbows, bends, couplings and similar fittings which constitute a part of the conduit system shall be specifically designed 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.
3. FLEXIBLE METALLIC - 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.

**B. 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 NYCEC 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 by the Contractor installing them 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 - The Contractor installing underground conduits, duct banks or manholes shall perform, as part of its Contract, 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 zinc coated 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 (each 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. For conduits one (1) inch in diameter or larger, insulating bushings to be O.Z. or approved equal.
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 an 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 who installed them using a ball mandrel and a brush and snake before the installation will be accepted. The ball shall be of lignum vitae 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 Electrical Inspector. 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- $\frac{1}{4}$  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 Electrical Inspector and submitted in triplicate for approval. This record shall be entered on the Record drawings, which are required under "General Conditions Governing All Contracts."
- 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.

#### C. 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 zinc 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. All pull boxes shall be suspended from ceiling or walls in the most substantial manner.
2. For large boxes, sufficient suitable porcelain clamp insulators or other approved devices shall be provided in the pull boxes for supporting the cables passing through the box so that the cables will not be unsupported for a distance greater than three (3) feet and so as to permit a neat and orderly arrangement of the cables.
3. For pull boxes having the largest side more than nine (9) square feet in area, special rectangular and diagonal angle-iron bracing will be required as approved.
4. Pull boxes of special or odd shapes are required to be installed by the Contractor, even though not shown on plans, where necessary to overcome interference or to facilitate the pulling of conductors in conduits.
5. 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. Precautions should be exercised regarding the location of window and door trims,

paneling, etc. Mistakes resulting from failure to observe these precautions, must be corrected by the Contractor without cost to the City. Outlets in hung ceilings shall be supported from the black iron or structure.

6. 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.
7. Exposed wall outlet boxes shall be erected neatly and tight against the walls and securely anchored to same.
8. 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.
9. 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
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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, noncorrodible and not less than four (4) in number for each box opening.

**PART E - ELECTRICAL WIRING DEVICES (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- 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, 15 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.

**PART F - ELECTRICAL CONDUCTORS AND TERMINATIONS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- 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 detailed

Specifications of applicable Contracts.

- 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. TESTS
  - 1. NOTIFICATION OF TEST - No cable shall be released for shipment from the mill unless authorized by the Commissioner. The Contractor shall give the Commissioner at least 10 days notice when the cable will be available for testing at the mill. The Contractor's representative or inspector shall have access during working hours to all parts of the plant where the cable is being manufactured, and all reasonable inspection and testing facilities shall be afforded to the Contractor without increase in price to the City. The Inspector shall witness the complete test of cable and receive a copy of all test data.
  - 2. TEST DATA - The Contractor shall forward to the Commissioner six (6) copies of all test data for approval before accepting shipment of the cable.
  - 3. INSPECTION DURING MANUFACTURE - The Commissioner reserves the right to dispatch a representative to the factory at any time during the period of manufacture of the cable for the purpose of expediting or checking progress. The living and traveling expenses of the City Engineers making these inspections and witness tests will be borne by the City of New York.
  - 4. TEST IN CITY LABORATORY - Sufficient additional length of conductor shall be provided on each reel, so that a six (6) foot sample may be removed for testing in the City's Laboratories. This sample shall be cut from the reel in the presence of the Inspector of the Department of Design and Construction and cut in two (2) three-foot lengths, each piece to be tagged showing reel number, size and type, manufacture, date, name or project & Contract number. Samples shall be handed to the Inspector for transmittal. If it is found as the result of test that the cable does not comply with the approved factory test the Contractor will be ordered to remove all cable which came off the reel and has been installed, and to replace the defective cable not used, without cost to the City. The Contractor will be held responsible for any delays in the construction program caused by the defective cable.
  - 5. FINAL FIELD TEST - After conductors are installed and connected, the City will test the work for overall insulation resistance. The Contractor shall furnish all test equipment necessary. To be acceptable, the test shall meet the requirements set forth in the NYCEC.
- I. 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.

#### J. 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 manufacture. 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 Contractor furnishing a device containing lugs is to coordinate with the Electrical Work Contract Documents 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. This requirement

applies to both the Contractor for Electrical Work whose branch circuit protector must have lugs of the proper size, as well as to the Contractor who furnishes the device who may have to increase the size of that particular device.

**PART G - CIRCUIT PROTECTIVE DEVICES (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

SCOPE - This Section sets forth the circuit protective devices such as circuit breakers and safety switches, used in connection with Motor Control Equipment, Distribution Centers, Panelboards 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 BARRIERS - 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. The trip rating of all circuit breakers shall not exceed 70% of frame rating.
7. 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 Specific Requirements or indicated on the Contract Drawings.
8. 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, 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.
9. CONSTANCY OF CALIBRATION - The tripping elements shall insure constant calibration and be capable of withstanding excessive short circuit conditions without injury.
10. CONTACTS shall be non-welding under operating conditions and of the silver to silver type.
11. 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.
12. 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.

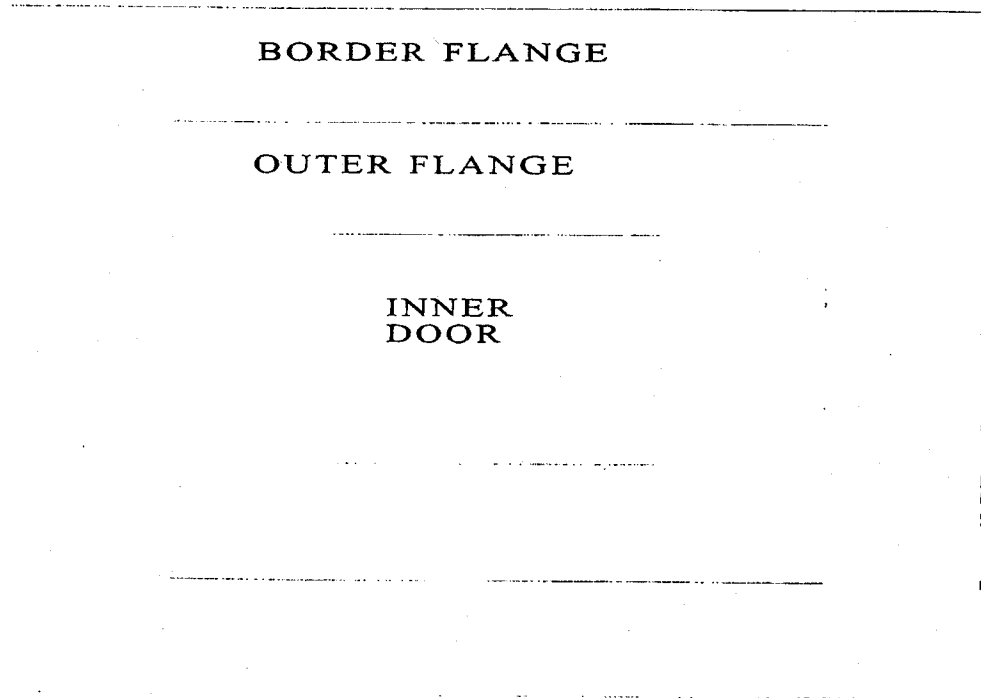
**PART H - DISTRIBUTION CENTERS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

SCOPE - This Section sets forth the construction and installation procedure for Switchboards, Panelboards and Cabinets.

- A. **PANELBOARDS--GENERAL TYPE** - The panelboards 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 deadfront 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 panelboard 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 1/2 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 CONSTRUCTION AND SUPPORT**
1. Panel boxes shall be fabricated from No. 12 USSG sheet steel of no more than three-piece construction, reinforced at the corners and with continuous welds. Boxes having a back whose area is larger than 16 square feet, shall be of No. 10 USSG sheet steel and reinforced to provide ample stiffness and to prevent buckling. Boxes shall be of sufficient size to afford a clear gutter space on all sides, of not less than six (6) inches.
  2. **PANEL CABINET INSTALLATION** - When installed surface, or in panel closets, they shall be mounted on Kindorf channel, supported from floor slab to ceiling slab.
  3. 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. CABINET TRIM - Trim for both lighting and power panelboards shall be door-in-door type installation as depicted in DETAIL A TRIM FOR LIGHTING AND POWER PANELBOARDS. Construction details are to be as described in the following paragraphs.



#### DETAIL A TRIM FOR LIGHTING AND POWER PANELBOARD

1. CABINET TRIM - The trim and doors for lighting and power panels shall be made of No. 12 USSG full finish sheet steel in one (1) piece. Cabinet trim larger than 16 square feet shall be made of No. 10 USSG. The inner door shall cover the circuit breaker section only and be provided with appropriate brass hinges. The outer door shall cover the entire gutter space and shall be attached to the border type flange with appropriate hinges. Both doors for power panels shall be provided with a New York City Lock No. 511S, with key change to No. 47 and two (2) keys. For lighting panels, the inner door shall be provided with a substantial catch. All hinges shall be of the concealed type. Locks shall be flush with trim. In addition, for panels requiring doors over 48 inches in height, furnish a vault handle and a 3-point catch arranged to fasten door at top, bottom and center.
  2. The door shall close against a flange or rabbet to afford a dust tight fit. All space between the panel and the cabinet trim shall be closed by means of a sectional plate secured to the trim.
  3. The border flange of the trim shall be fastened to the box with oval head screws finished to prevent corrosion or with approved trim clamps.
  4. To facilitate installation of trim, a suitable angle iron shall be spot welded across the bottom of each trim to carry the weight of the trim while the holding screws are being put in place.
- H. MOTOR CONTROL CENTERS - Motor centers shall be furnished by the Contractor as indicated in the Specifications or Contract Drawings, but shall be installed by the Contractor for Electrical Work.
- I. 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.

- J. SHOP DRAWINGS - showing all details of boxes, panels, etc., shall be submitted for approval.
- K. 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 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.
- L. 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, panelboards shall be enclosed and gasketed NEMA 3R type. Panelboards located outdoors or exposed to the weather shall be cast iron.
  - 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. All of the aforementioned painting is to be done by the Contractor who furnishes the boxes and trim. Where panel trims or boxes are installed on walls which are to be painted, the previously mentioned third or finishing coat of paint shall be included in the work of the Contractor who has the Contract for general interior painting.

**PART I - MOTORS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

SCOPE - This Section sets forth the general design, construction and performance requirements, which shall apply to all motors furnished in any of the Contracts.

- A. MOTOR DESIGN - All motors shall be designed to comply with the New York State Energy Code currently in effect. 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 present 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. MOTORS OF SAME MANUFACTURER - Unless expressly permitted otherwise by the Commissioner, all motors under the same Contract shall be manufactured by the same company. Exceptions may be granted in the case of motors of 1/4 horsepower rating and smaller, or for a motor that is an integral part of the equipment, with its housing especially built for this purpose.
- C. STANDARDS OF COMPARISON - 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.
- D. 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 Building Code of the City of New York 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.

E. 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. Each Contractor who furnishes four (4) or more such motors shall also furnish, as part of its 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.

F. 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.

G. 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.

H. 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.

I. MOTORS ON LIGHTING PANELS - The largest A.C. motor permitted on branch circuits of lighting panels shall not exceed 1/4 horsepower.

J. MOTORS RATED 1/2 horsepower and larger shall be polyphase.

K. TESTS

1. FACTORY INSPECTION - Electrical equipment and devices (except portable) not covered by standard Specifications or tests herein prescribed shall be inspected and witnessed on test at the factory with the tested equipment being completely assembled and connected under conditions approved by the Commissioner as equivalent to the actual working conditions. Suitability and

ruggedness of the design for the specified purpose will be a condition for acceptance.

2. **SHOP TESTS** - to determine the load performance of motors shall be made in accordance with Standard C-50, of the ASA. Motors shall meet the requirements of C-50 for insulation resistance, dielectric strength, efficiency and temperature rise. Efficiency (and power factor for A.C. motors) shall be established for 50, 75 and 100 percent of rated horsepower but for motors of 100 horsepower or larger, the 125 percent loading shall be included.
  3. **TEST REPORTS** - The result of shop tests shall be submitted to the Commissioner for approval and shall be on forms approved by the City. The evaluated test data shall include a signed statement confirming the fact that the equipment meets the requirements of the standards of performance.
  4. **MANNER OF TEST** - For motors of 100 horsepower or smaller, check tests against complete tests of similar motors will be accepted. For motors larger than 100 horsepower, complete tests for each motor furnished shall be made, and certified test data sheets shall be submitted for approval, unless shop tests are required by the Detailed Specifications.
  5. **PREFERRED METHODS** - The efficiency of fractional horsepower motors shall be determined by the input-output method; for larger motors up to and including 100 horsepower, the separate loss method as specified in ASA Standards C-50 will be accepted unless otherwise required in the Specifications.
- L. **SPARE PARTS** - The Contractor who furnishes motors, including fractional horsepower, shall provide the following spare parts and accessories in connection therewith:
1. **BRUSHES** - One (1) additional set of brushes for each motor equipped with them.
  2. **BEARINGS** - For each group of three (3) and fraction thereof, of each type and size of motor, the Contractor shall furnish one (1) set of extra bearing linings or ball or roller bearings. Where less than three (3) of any type of motor is involved, one (1) set of extra bearings shall be furnished.
  3. **SPRINGS** - One (1) set of brush springs used in slip ring motor or universal type motors.
  4. **WRAPPER MARKING** - All parts shall be delivered neatly and securely wrapped and boxed, plainly tagged and marked for identification and reordering.

**PART J - MOTOR CONTROL EQUIPMENT (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

**SCOPE** - This Section sets forth the requirements for motor controllers and associated devices, which are applicable to all Contracts under which motor control equipment is furnished or installed.

- A. **MANUFACTURER** - All control equipment furnished under one (1) 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 who furnishes a motor 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 who furnishes the motor 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  $\frac{1}{2}$  horsepower or more, magnetic starters and circuit breakers shall be used. Single phase A.C. motors smaller than  $\frac{1}{2}$  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  $\frac{1}{2}$  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 "CIRCUIT PROTECTIVE DEVICES" of the General Conditions. 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 Contractors who furnish electrically operated equipment shall give to the Contractor for Electrical Work full information relative to sizes and locations of apparatus furnished by them which require electrical connections.



Equipment being installed by the Contractor for Electrical Work shall be delivered to the Contractor for Electrical Work by other Contractors in proper time and sequence so that the Contractor for Electrical Work shall be able to meet the Contractor for Electrical Work working schedule.

I. SPARE PARTS

1. FURNISH - Each Contractor shall furnish the following spare parts pertaining to equipment furnished by each Contractor.

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.

PART K - SCHEDULE OF ELECTRICAL EQUIPMENT

Schedule D requirements for electrical motor equipment may be included in one or more of the Specifications for the separate contracts for the Project. SCHEDULE D delineates the responsibilities of each separate contractor for electrical motor control equipment. SCHEDULE D is included in the Addendum to the General Conditions. In the event of any conflict between the Specifications and SCHEDULE D, SCHEDULE D shall take precedence; provided, however, in the event of an omission from SCHEDULE D (i.e., SCHEDULE D omits either a reference to or information concerning electrical motor equipment which is set forth in the Specifications), such omission from SCHEDULE D shall have no effect and the Contractor's obligation with respect to the electrical motor control equipment, as set forth in the Specifications, shall remain in full force and effect.

1.38 Safety

- A. Each Contractor shall provide and maintain all necessary temporary closures, guard rails, and barricades to adequately protect all workers and the public from possible injury. Any Contractor requiring removal of these items shall be responsible for the replacement of same.

1.39 Interruption of Services and of Project Facilities

- A. EVENING AND WEEKEND WORK - Where the work makes temporary shutdowns of the services unavoidable, they shall be made at night or on weekends or at such times that will cause no interferences with the established routines and operations of the projects 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.

B. INTERRUPTION OF PROJECT FACILITIES

1. The Contractor shall not interrupt any of the services of the project nor interfere with these 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 will the Contractor, 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. The facility operates 24 hours per day seven (7) days a week. Toilet facilities, water and electricity

must be operational at all times. No services of the project 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.

5. Contractors shall schedule their work to avoid noise interference that will affect the normal functions of the project. In particular, construction operations producing noises that are objectionable to the project functions will be scheduled at times of day or night, day of the week, or weekend, which will not interfere with the project personnel. Any additional cost resulting from this scheduling shall be borne by the specific Contractor.
6. The Contractor shall arrange to work continuously, including overtime, if required, to assure that services will be shut down only during the time actually required to make the necessary connections to the existing work.
7. The Contractor shall give ample written notice in advance to the Commissioner and project personnel of any required shutdown.

**1.40 Separation of Work Between Trades (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- A. SCHEDULE E – Requirements for various items of work are included in the Specifications for the separate contracts for the Project and in the General Conditions. Schedule E delineates the responsibilities of each separate contractor for various items of work, as well as the extent to which certain items involve coordination between trades. Schedule E is included in the Addendum to the General Conditions. The delineation set forth in Schedule E shall be taken as specific instruction to the Contractor that it is responsible for the listed items of work. Schedule E is not intended to limit the Contractor's responsibility for supervision and coordination as set forth in Paragraph B below. In the event of any conflict between the Specifications, the General Conditions and Schedule E, Schedule E shall take precedence; provided, however, in the event of an omission from Schedule E (i.e., Schedule E omits either a reference to or information concerning an item of work which is set forth in the Specifications or the General Conditions), such omission from Schedule E shall have no effect and the Contractor's obligation to perform the work, as set forth in the Specifications or the General Conditions, shall remain in full force and effect.
- B. SUPERVISION AND COORDINATION - Each Contractor is required to supply all necessary supervision and coordination information to any other trades who are to supply work to accommodate their installations.

**1.41 Shop Drawing and Material Samples Schedule**

- A. SCHEDULE F – Schedule F sets forth all submittal requirements for shop drawings and material samples. Schedule F is included in the Addendum to the General Conditions. At the kick-off meeting, each Contractor must review this Schedule with the Commissioner's Representative and the 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 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 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.
- B. COORDINATION - The Resident Engineer for this project will coordinate and review the data submitted by various Contractors. Upon acceptance by the Resident Engineer, the Resident Engineer

will date and sign the schedule as approved and transmit it to the Consultant, Contractors and Project Manager within the Department of Design and Construction.

- C. ARTICLE 11 - Thereafter, this schedule will be subject to the provisions of Article 11 of the agreement and must be strictly adhered to by the Contractor.

**1.42 Specific Requirements**

- A. The work of this article shall be the responsibility of the Contractor for General Construction Work, unless otherwise indicated.

B. FIELD MEASUREMENTS

1. Each Contractor shall verify all dimensions and conditions on the job so that all work will properly join the existing work.
2. Each Contractor, before commencing work, shall examine all adjoining work on which each Contractor's work is in any way dependent on good workmanship in accordance to the intent of the Specification and Contract Drawings. The Contractor shall report to the Commissioner any condition that will prevent any Contractor from performing work that is below the required standard.

C. **BORINGS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

1. 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:
2. 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.
3. SOIL 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.
4. 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.
5. 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.
6. 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.

D. DEFERRED CONSTRUCTION

1. 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 under any other Contract in effect 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.

2. The Contractor shall confer with the affected Contractors and ascertain arrangements, time and facilities necessary to be made by the Contractor in order to execute the provisions specified herein.

**E. WORK FENCE ENCLOSURE (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

1. The Contractor shall furnish and erect a wood fence to the extent shown on the drawings enclosing the entire project on all sides. All materials used shall be new. Any permit required for the installation and use of said fence shall be borne by the Contractor.
2. THE FENCE shall be 7'-0" high with framing construction of yellow pine, using 4" x 4" posts on not more than 6'-0" centers, with three (3) rails of at least 2" x 4" size to which shall be secured boards, 3/4" x 6" tongue and groove, laid solid and surface and double nailed to each bearing. 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. The Contractor has the option of using 1/2" exterior grade plywood in lieu of the 3/4" x 6" tongue and groove boards.
3. 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 provide with tension or sag rods for the swinging sections.
4. PAINTING - The fence and gates shall be entirely painted on the street and public sides with two (2) coats of approved lead and oil paint. The below-grade section of the posts shall be first creosoted or given a coat of tar base paint. Black stenciled signs reading "POST NO BILLS" shall be painted on fence with three (3) inch high letters on 25 foot spacings for the entire length of fence on street traffic sides. Signs shall be stenciled five (5) feet above the sidewalk.
5. It shall be the obligation of the Contractor to remove all posters, advertising signs, and markings, etc.. immediately.
6. Where sidewalks are used for "drive over" purposes for Contractor vehicles, a suitable wood mat or pad shall be provided for protection of sidewalks.
7. Where required, make provision for fire hydrants, lampposts, etc.
8. REMOVAL - When directed by the Resident Engineer, the fence shall be removed.

**F. PUMPING**

1. 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.
2. All pumps shall be maintained at all times in proper working order.

**G. RESIDENT ENGINEER'S OFFICE**

1. OFFICE SPACE IN EXISTING BUILDING (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)
  - a. The Resident Engineer will arrange for office space for sole use in the building where work is in progress. The Contractor for General Construction Work shall provide and install a lockset

for the door to secure the equipment in the room. The Contractor for General Construction Work shall provide two (2) keys to the Resident Engineer. After completion of the project the Contractor for General Construction Work shall replace the original lockset on the door and ensure its proper operation.

- b. The Contractor for General Construction Work shall provide one (1) telephone, where directed, for the exclusive use of the Resident Engineer. The Contractor for General Construction Work shall pay all costs for telephone service for calls within New York City limits for the duration of the project. The telephone service shall continue for a period of 90 days following substantial completion.
- c. The Contractor for General Construction Work shall provide the following equipment:
  - (1) 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) lockers, metal olive green or gray, 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 in a grey finish by Art Steel No. 2904L or approved equal.
  - (2) 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.
  - (3) Two (2) metal wastebaskets, 13 inches square 15 inches high with rubber feet and corners by Art Metal Company No. 168 or approved equal.
  - (4) One (1) fire extinguisher one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
  - (5) 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.

**2. TRAILER OFFICE (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

- a. The Contractor for General Construction Work shall provide at its own cost and expense a trailer and install and connect all utility services to trailer within twenty (20) days of start of work. The trailer shall have equipment having the minimum requirements hereinafter specified. Any permit required for the installation and use of said trailer shall be borne by the Contractor.
- b. The trailer shall remain the property of the Contractor for General Construction Work except that the file cabinets herein specified, shall become the property of the City of New York.
- c. Trailer shall be office type trailer of the following general minimum dimensions:
  - 1. Length, overall: 35 feet.
  - 2. Length, inside: 32 feet.
  - 3. Width, overall: 8 feet.
  - 4. Width, inside: 7 feet, 5 inches.
- d. Trailer shall be manufactured by International Trailer Company, Model No. 1 MU-35-D or Atlantic Trailer Corporation, Model No. F-36 or approved equal.
- e. The exterior of the trailer and the wheels shall be given an approved coat of exterior enamel. The enamel finish coat shall be DUPONT orange lacquer or approved equal. 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 STRUCTURES	3-1/2"
RESIDENT ENGINEER'S OFFICE	2-1/2"

NOTE: In lieu of painting letters on trailer the Contractor for General Construction Work may substitute a sign constructed of a good quality lumber with the same type and size of lettering above.

- f. All windows and doors shall have insect aluminum screens and wire mesh protective screening.
- g. The interior shall be finished in 1/4 inch plywood. Plywood shall be finished in natural color, with two (2) coats of varnish or lacquer.
- h. The interior shall be divided by partitions into one (1) large room in front of trailer, and a private office approximately 6' x 7' at rear of trailer and a washroom located adjacent to the private office.
- i. The washroom shall be equipped with a flush toilet, wash basin with two (2) faucets, medicine cabinet, complete with supplies by Hospital Supply and Watters Labs., Inc., Model No. 1 or approved equal 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.
- j. The heating system shall consist of thermostatically controlled electric baseboard heaters capable of delivering not less than 30,000 BTU per hour and heaters shall be as manufactured by Chromalox or approved equal, sized per area with individual approved thermostats.
- k. The trailer shall be equipped with an approved two-circuit, 110-120 volt armored cable wiring system of adequate capacity complete with entrance connector with provision for grounding, enclosed fused service switch and branch circuit fuse box. The circuits for lighting, water heater, heater and convenience outlets, etc. shall be two-conductor, No. 12. The circuits for the space heaters shall be sized minimum No. 12 wire led from individual circuits in the branch circuit fuse box. Metal boxes shall be provided at all outlet points. All wiring shall conform to the requirements of the Electrical Code of the City of New York for armored cable wiring systems.
- l. Lighting to be furnished by a minimum of four (4) 48 inch, single tube, fluorescent fixtures for the large rooms and an incandescent fixture for the washroom. Lighting fixtures shall be provided with built-in pull-chain switches. A minimum of six (6) duplex convenience outlets shall be installed; four (4) in the larger room and two (2) in the smaller room. These outlets shall be in addition to connections for electric space heaters and heaters for domestic hot water.
- m. In addition to the washroom and private office, the following shall be built-in to the trailer:
  1. The drafting or reference table at least 60 inches long by 36 inches wide with cabinet below, head shelf at each end of the trailer, wall type plan rack at least 42 inches wide and wardrobe opposite washroom.
- n. The following movable equipment shall be furnished:
  1. Four (4) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Four (4) lockers, metal olive green or gray, 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 in a grey finish by Art Steel No. 2904L or approved equal.
  2. One (1) 6000 B.T.U. and one (1) 9000 B.T.U. air conditioner. Wiring for the air conditioners shall be minimum No. 12 AWG fed from individual circuits in the fuse box.

3. Two (2) metal wastebaskets, olive green or grey finish, 13 inches square 15 inches high with rubber feet and corners by Art Metal Company No. 168 or approved equal.
  4. One (1) fire extinguisher one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
  5. 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.
- o. TRAILER TEMPORARY SERVICE - Plumbing and electrical work required for the trailer will be furnished and maintained as below.
1. PLUMBING WORK - shall include all water supply and drainage piping required for a complete installation. Contractor to provide a temporary water service from the City's water main and extend in the trailer and properly connect up all fixtures requiring water supply. Provide all necessary soil, waste, vent and drainage piping.
    - a. Plumbing Contractor to frost-proof all water pipes to prevent freezing.
    - b. REPAIRS, MAINTENANCE - The Plumbing Contractor provide repairs when and as required for a period of thirty (30) days after the date of substantial completion acceptance.
    - c. DISPOSITION OF PLUMBING WORK - At the expiration of the time limit set forth in Subparagraph 3, the water drainage connections and piping to the office trailer shall be removed 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 for General Construction Work.
  2. ELECTRICAL WORK - The Contractor for Electrical Work shall furnish, install and maintain a temporary electric feeder to the trailer to be used by the Resident Engineer immediately after it is placed at the job site.
    - a. The temporary electric feeder shall be at least three (3) No. 6RH wire and shall be protected by a 60 Ampere fused safety switch, complying with codes and utility requirements having jurisdiction.
    - b. Make all arrangements and pay all costs to provide electric service.
    - c. 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 a period of thirty (30) days after the date of substantial completion acceptance.
    - d. 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.
    - e. All repair work due to these removals shall be the responsibility of the Contractor.
- p. MAINTENANCE
1. The Contractor for General Construction Work shall provide and pay all costs for hot and cold water, heat and fuel and regular daily janitor service. Furnish toilet paper, cloth towels and soap and maintain the field office in first-class condition, including all repairs, until 30 days after the date of substantial completion acceptance.
  2. Provide fire, extended coverage and vandalism, malicious mischief and burglary and theft

insurance coverage for the Resident Engineer's field office equipment in the amount of \$10,000. All insurance coverage shall be provided by a company licensed and authorized to do business in the State of New York. Such coverage must, under the loss payable clause or by endorsement thereon, state the following: "loss, if any, payable to the City of New York."

3. At 30 days after the date of substantial completion acceptance, or sooner as directed by the Commissioner, the Contractor for General Construction Work shall have all services disconnected and capped to the satisfaction of the Resident Engineer.
- q. The Contractor for General Construction Work shall provide and pay all costs for the following telephone services for the Resident Engineer's trailer:
  1. Two (2) desk phones
  2. One (1) wall phone (with six (6) foot extension cord) at plan table.
  3. A remote bell located on outside of trailer
  4. The telephone service shall continue for a period of 90 days following substantial completion.
- r. Should it become necessary to relocate the trailer or move the field office from one (1) location to another, Contractor for General Construction Work shall be responsible for move or moves and of reconnecting all utilities described above at new location, and shall assume all costs incurred.
- s. PERMITS - The Contractor for General Construction Work shall make the necessary arrangements and obtain all permits required for this work.
- t. The Contractor for General Construction Work 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 General Construction Work must be approved by the Commissioner before the area is rented. All insurance maintenance and equipment required for trailer field office shall also apply to rented spaces.

H. **ADDITIONAL EQUIPMENT FOR THE RESIDENT ENGINEER (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

1. The Contractor for General Construction Work shall supply photo equipment not to exceed \$250. Said equipment to be specified by Resident Engineer. At the completion of the project, the equipment shall become the property of the City of New York.
2. The Contractor for General Construction Work shall provide a copy machine for paper sizes 8½ x 11 & 8½ x 14. Copier shall remain at job site 30 days beyond the Substantial Completion date.
3. The Contractor for General Construction Work shall furnish a fax machine and a telephone answering machine at commencement of the project. 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.
4. Computer Workstation (Refer to the Addendum to the General Conditions for the number of Computer Workstations to be provided):

Computers shall be provided for all contracts that have a total duration of 180 Consecutive Calendar Days (CCDs) or more, as set forth in Schedule "A". Contracts that have a total duration of less than 180 CCDs shall not require computers. Computer workstations shall be provided for



the duration of the contract.

(1) Personal Computer(s) - Workstation Configuration.

- (a) Make and Model: Dell, Gateway, Toshiba, HP, IBM, or an approved equal. (Note: an approved equal requires written approval of the Assistant Commissioner of ITS.)
- (b) Processor: 3.0 GHz Pentium 4 or faster computer - Single Processor.
- (c) System RAM: Minimum of 1 GB (Gigabytes) of SDRAM or DDR.
- (d) Hard Disk Drive(s): 80 GB (Gigabytes) 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, 2 USB Ports. Serial Ports must consist of UART 16550 Chip or better.
- (h) Video Display Card: PCI Interface with a minimum of 64 MB of RAM.
- (i) Monitor: 17" TFT LCD monitor.
- (j) Available Exp. Slots: System as configured above shall have at least two (2) full size PCI Slots available.
- (k) Fax/Modem: Internal Fax/Modem 56 Kbps speed, featuring 3COM or US Robotics Chipset and supporting a minimum of V.92 and MNP5 compliant. Integrated 10/100/1000 Ethernet.
- (l) Other Peripherals: Optical scroll Mouse, 101 Key Keyboard, Mouse Pad and all necessary cables.
- (m) Software Requirements: Microsoft Windows XP Professional, Microsoft Office 2003 Professional, Microsoft Project 2002 Professional, Adobe Acrobat reader, Anti-Virus software package with one year updates subscription, Win Zip and Auto Cad 2008 LT.

(2) All field offices requiring computers shall be provided with the following:

- (a) One (1) broad-band internet service account. This account will be active for the life of the project.
- (b) One (1) 600 DPI HP Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size)
- (c) All necessary Cabling
- (d) Storage Boxes for and Blank CDs/DVDs
- (e) Printer Table
- (f) UPS/Surge Suppressor combo

(3) 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.

- (4) An adequate supply of blank CD's/DVD's, 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 Engineer.
- (5) 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.

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 Raul Canabal, Assistant Commissioner of Information Technology Services at 718-391-1668.

**I. PUBLIC TELEPHONE (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

1. The Contractor shall provide a public telephone located on the site, where directed, for the duration of the Contract.

**J. 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 office of the Resident Engineer.
2. Upon completion of the project, the helmets shall become the property of the Contractor.

**K. RODENT AND INSECT CONTROL**

1. DESCRIPTION - The General 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:
  - a. Wet areas within the project area, including all temporary structures.
  - b. All exterior and interior temporary toilet structures within the project area.
  - c. All Field Offices and shanties within the project area of all Contractors and the Department of Design and Construction (DDC).
  - d. 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.
  - e. Any other portion of the premises requiring such special attention.
2. MATERIALS: 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
3. PERSONNEL: All pest control personnel must be supervised by an exterminator licensed in categories 7A & 8.
4. METHODS

- a. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations.
- b. Under the Maintenance of Site item (section 1.42.L), any unsanitary conditions, such as uncollected garbage or debris, resulting from the General Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the General Contractor immediately after notification of such condition by the Commissioner.

#### 5. RODENT CONTROL WORK

- a. 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 streambanks. Live traps must be used in these seventy-five (75) foot buffer zone areas and within wetland and woodland areas.
- b. 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.
- c. 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.

- d. The General Contractor shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The General Contractor shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The General Contractor, under his/her Maintenance of Site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the project area.

- e. It is anticipated that public complaints will be addressed to the Commissioner. The General 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.
- f. 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.

#### 6. EDUCATION & TRAINING

- a. The General 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 General 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.
- b. Prior to application of any chemicals, the General 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.

7. RECORDS AND REPORTS

- a. The General 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.
- b. The General Contractor shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used.

L. SITE SECURITY/PERIMETER SIGNAGE

1. 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:

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**NO TRESPASSING**

**AUTHORIZED PERSONNEL ONLY**

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2. 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).

M. MAINTENANCE OF SITE AND ADJOINING PROPERTY

1. Take over and maintain the site, after order to start work.
2. Until the work of the Contract is completed and accepted, 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. The Contractor shall, at its own expense, except as otherwise specified, protect same and maintain them in least as good a condition as that in which the Contractor finds them.
3. 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.
4. Provide and keep in good repair all bridging and decking necessary to maintain vehicular and pedestrian traffic.
5. The Contractor shall also remove all snow and ice as it accumulates on the sidewalks within the Contract Limits Lines.

N. SAFETY PRECAUTIONS FOR CONTROL CIRCUITS

1. 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.

O. OBSTRUCTIONS IN DRAINAGE LINES

1. 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 for General Construction Work.

P. MAINTENANCE OF PROJECT SITE

1. Take over and maintain all project areas, after order to start work.
2. Until the work of the Contract is completed and accepted, 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.
3. 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.
4. The Contractor shall keep the space for the Resident Engineer in a clean condition.

Q. PROJECT SIGN AND RENDERING  
PART 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 point and in a position where 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 same in first class condition and in proper position. Prior to fabrication, contractor shall submit an 8-1/2" x 11" color match print proof from the sign manufacturer of 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 prefinished 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. All visual components of the sign are in an Adobe \*.pdf file, which is provided by the

Commissioner's representative. The file is to be opened in Acrobat Professional or Acrobat Approval in order to be saved with project information. 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. At no point in the update, saving or renaming of the file should it be locked by any user. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing.

- b. The DDC \*.pdf file with names provided by the commissioner shall be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The sign manufacturer is required to print from the Acrobat \*.pdf provided, and must match the following colors specified by Pantone: 3025 C, 119 C, 131 C, 1805 C, 1817 C in their exact locations as indicated in the \*.pdf file, and on the DDC website: [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc).
- c. Color shall be created in a four-color process to reproduce Pantone Colors (per Pantone formula).
  1. Pantone color 3025 C (C-100, M-17, Y-0, K-51).
  2. Pantone color 119 C (C-0, M-12, Y-100, K-49).
  3. Pantone color 131 C (C-0, M-32, Y-100, K-23).
  4. Pantone color 1805 C (C-0, M-91, Y-100, K-23).
  5. Pantone color 1817 C (C-0, M-90, Y-100, K-66).

The typeface, Helvetica shall be used in all text-fields as is specified in the settings of the Acrobat \*.pdf.

Note: 3M High Performance Vinyl or equivalent shall be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking.

**PART B – PROJECT RENDERING (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

1. Responsibility: In addition to the Project Sign, the Contractor shall furnish and install one (1) sign showing a rendering of the project. From an approved image file provided by the DDC, the Project Rendering is to be sized, printed, and mounted in an identical manner as described in Part A above for the Project Sign. Any area of the 4' X 8' panel area not filled by the rendering shall be printed in Pantone color 3025 (c-100, M-17, y-0, K-51). 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.

**R. PLANT PEST CONTROL REQUIREMENTS and TREE PROTECTION REQUIREMENTS**

1. Plant Pest Control Requirements: The Contractor for General Construction Work (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.

- a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
2. 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.
- a. 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 above; (3) evaluation of the general health and condition of any infected plant material.
  - b. 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.
  - c. 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.
    1. 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).
    2. 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.

3. 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.
- d. 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.
3. 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.









FMS ID: LQQ122-DL



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

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

**Contract for Furnishing all Labor and Material Necessary and Required for:**

**CONTRACT NO. 1      GENERAL CONSTRUCTION WORK**

**Douglaston and North Hills Libraries  
Roofing Projects**

**LOCATION:                      249-01 Northern Boulevard & 57-04 Marathon Parkway  
BOROUGH:                    Queens 11363 & 11362  
CITY OF NEW YORK**

*NSP ENTERPRISES, INC.*

Contractor

Dated   JUNE 17  , 20   13  

Approved as to Form  
Certified as to Legal Authority

*[Handwritten Signature]*

Acting Corporation Counsel

Dated   October 16  , 20   12  

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated \_\_\_\_\_, 20 \_\_\_\_\_

*PS 10/16/12*





PROJECT ID:

LQQ122-DL

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

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

**LAW**

**VOLUME 3 OF 3**

**ADDENDUM TO THE GENERAL  
CONDITIONS**

**SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS  
NECESSARY AND REQUIRED FOR:

**Douglaston and North Hills Libraries  
Roofing Projects**

LOCATION:

249-01 Northern Boulevard &

57-04 Marathon Parkway

BOROUGH:

Queens 11363 & 11362

CITY OF NEW YORK

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

QUEENS PUBLIC LIBRARY

DEPARTMENT OF DESIGN + CONSTRUCTION

Date:

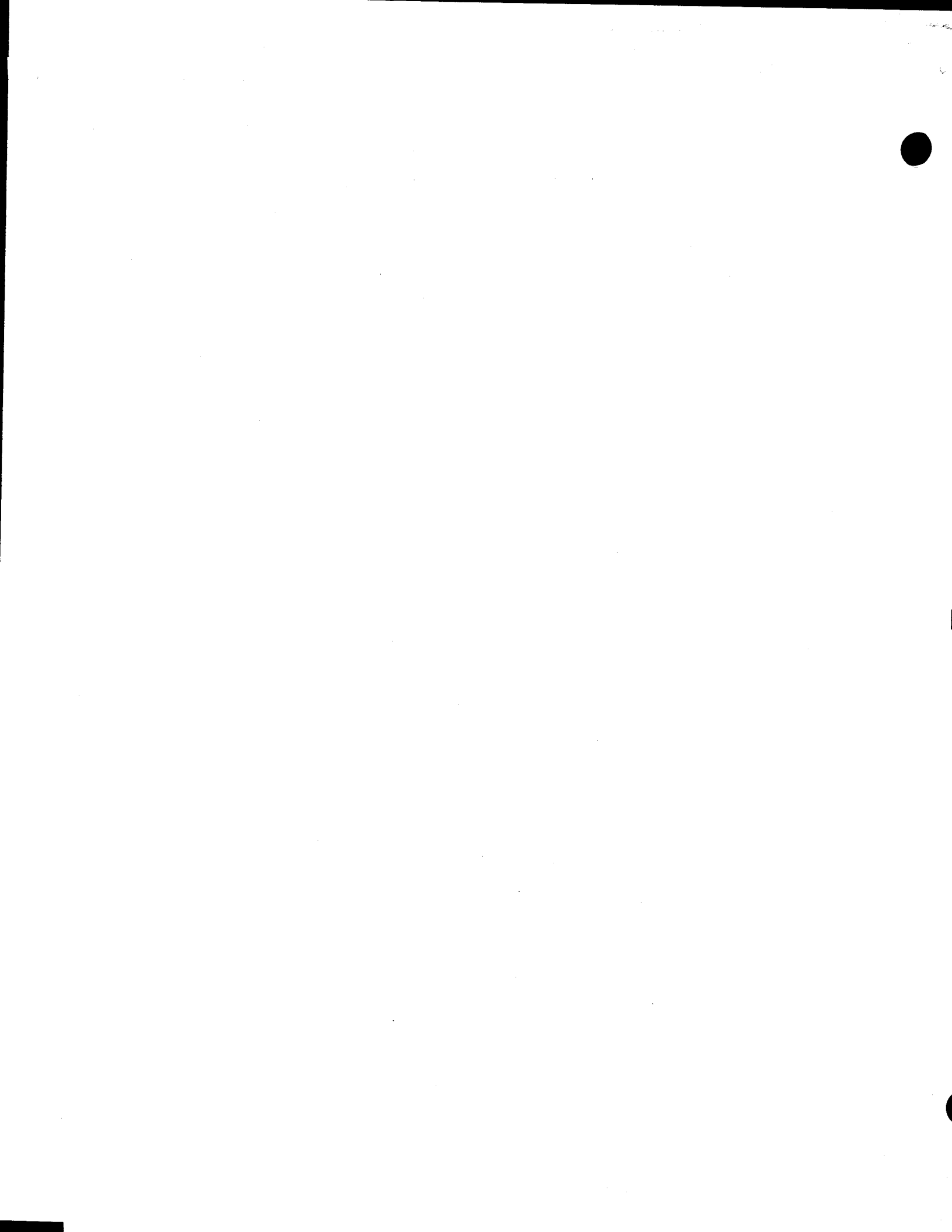
September 26, 2012

**W 2-928**















THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF STRUCTURES

January 30, 2013

**ADDENDUM No. # 2**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

**LQQ122-DL**

**Douglaston and North Hills Libraries Roofing Projects**

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This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

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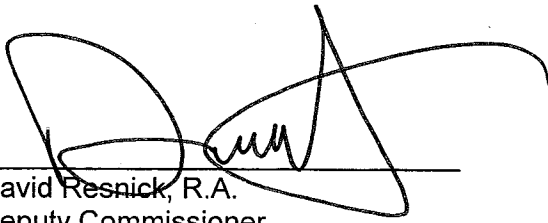
The bidder is advised that the items listed below apply to the project:

1. **The Bid Opening for the contract described below scheduled for January 31, 2013, at 2:00 pm is rescheduled to February 8, 2013, at 2:00 pm.**  
**Contract #1 – General Construction Work**
2. **Bidders' Questions and Responses to Questions:**  
**See Attachment A.**
3. **Revisions to Bid Booklet:**  
**See Attachment B.**
4. **Revisions to Specifications:**  
**See Attachment C.**
5. **Revisions to Drawings:**  
**See Attachment D.**

---

**THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.**

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1727, or by fax at (718) 391-2615.



---

David Resnick, R.A.  
Deputy Commissioner

---

Name of Bidder

By: \_\_\_\_\_



**DC PROJECT #:** LQQ122-DL  
**PROJECT NAME:** Douglaston and North Hills Libraries Roofing Projects

**ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES**

No.	Bidders Questions	DDC Responses
1	Can GAF roofing system be used on both of these libraries other than Siplast roofing system for the installation of SBS Modified Bituminous Membrane Roofing?	The GAF roofing system is suitable for the dome structure and metal cupola at North Hills. The SBS Modified Bituminous Membrane Roofing design must be an approved equal to the design as per drawings and specifications.
2	Drawing A-100 calls to rebuild portion of masonry wall & parapets by unit price item D1 and there is an item in the bid breakdown sheet to rebuild brick wall and parapet wall. Is there another wall to be rebuilt? Please clarify.	The walls to be rebuilt are per unit price item D1. See Attachment B, Revisions to Bid Booklet included with this addendum.
3	Scope of Work Note number 13 on drawing A-100 calls to repair, patch & paint in kind water damaged interior wall & ceiling tiles. Please clarify quantities.	For bidding purposes, assume 300SF of ceiling tiles and 200 SF of sheetrock repairs.
4	Scope of Work Note number 18 on drawing A-100 calls to remove & dispose asbestos containing material. Specification section 024119 states that Hazardous material will be removed by Owner before start of work. Please clarify the work area.	Asbestos containing material removal is included with the work. See Attachment C, Revisions to Specifications.
5	Bid Breakdown refers to repair of 5% of the total roof deck. Please clarify the type of roof deck to be replaced.	The roof deck material is based on 3/4" plywood.
6	Scope of Work item #4 on drawing A-100 calls to remove & reset stone coping but the bid breakdown calls to remove the caulking and replace. Please clarify.	Page 21-1 of Bid Breakdown states to remove and reset coping and is consistent with Work Item #4.
7	Metal geodesic dome calls for the installation of Type B roof. Is the deck structurally sound to perform this work?	Contractor shall determine the necessary requirements for the installation and protection of the existing roof structure.
8	Drawing A-101 detail (2/A-100, 3/A-100) show details for tapered insulation at the coping stone. Is the height at coping enough to receive tapered insulation and acceptable by the roofing manufacturer or do we have to raise to a minimum 8" height?	Coping height to remain as is and should not be raised.
9	Specification references 2-ply torch applied roofing membrane but drawings show a liquid applied membrane. Which one is correct?	2-ply SBS liquid applied membrane. See Attachment C, Revisions to Specifications.
10	What is the height of the dome or what is the surface area of the dome and cupola as shown on drawing A-101?	See reference sketches included with Attachment D, Revisions to Drawings.
11.	Is there a Warranty on the coating on the dome and if so, how long?	Per Specifications section 071600, Article 1.6, provide a 5 year manufacturer warranty.



**DC PROJECT #:** LQQ122-DL

**PROJECT NAME:** Douglaston and North Hills Libraries Roofing Projects

**ATTACHMENT B – REVISIONS TO THE ADDENDUM TO THE BID BOOKLET**

Delete Bid Booklet page 13, BID FORM, and replace with revised BID FORM page 13-R.

Delete Bid Booklet page 21-1, BID BREAKDOWN FORM, and replace with revised BID BREAKDOWN FORM page 21-1-R.





**DDC PROJECT #:** LQQ122-DL

**PROJECT NAME:** Douglaston and North Hills Libraries Roofing Projects

**ATTACHMENT C – REVISIONS TO THE SPECIFICATIONS**

**TABLE OF CONTENTS:**

Replace: 02 80 13 Allowance for Incidental Asbestos Removal  
With: 02 80 13 Allowance for Incidental Asbestos Removal, Douglaston Branch Library  
And: 02 80 13 Allowance for Incidental Asbestos Removal, North Hills Branch Library

**Include APPENDIX ITEMS:**

Final Report of Asbestos Survey Services, Douglaston Branch Library  
Final Report of Asbestos Survey Services, North Hills Branch Library

*The above Allowance sections and Reports are included with this Addendum.*

**Reference section 024119 – Selective Demolition:**

Article 1.7 C:

Delete and replace article with:

'Hazardous Materials: Refer to sections 028013, Douglaston Branch Library and North Hills Branch Library for Asbestos work. Refer to Appendix documents for recommendations and locations of asbestos containing materials.'

**Reference section 075216 – SBS Modified Bituminous Membrane Roofing:**

Article 1.4 A-8, A-9:

Revise description of 'torch applied' to 'liquid applied'.



**DC PROJECT #:** LQQ122-DL

**PROJECT NAME:** Douglaston and North Hills Libraries Roofing Projects

**ATTACHMENT D – REVISIONS TO THE DRAWINGS**

**NORTH HILLS BRANCH LIBRARY:**

**Bidder's Question #10:**

Reference sketches 'Longitudinal and Transverse Sections' and Section with dimensions are included with this Addendum (2 sketches total).



**BID FORM**

**PROJECT ID: LQQ122-DL**

**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

\$ \_\_\_\_\_ + \$ \_\_\_\_\_ Total Price for Item A \$ \_\_\_\_\_

B. **ALLOWANCE for Incidental Asbestos Abatement** \$30,000.00  
(Section 028013, North Hills Library & 028013, Douglaston Library)

C. **ALLOWANCE for Unit Price Items** \_\_\_\_\_  
(Page 13-0 of Bid Booklet)

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

**BIDDER'S SIGNATURE AND AFFIDAVIT**

**WARNING!! Failure to comply with items below will result in the rejection of your bid.**

\* **SUBCONTRACTORS:** You **MUST** complete and submit the form entitled "Bidder's Identification of Subcontractors" (See 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

\* **MWBE GOALS:** You **MUST** complete and submit the Affirmations contained in the Subcontractor Utilization Plan (See Page 7), or a pre-approved waiver (See Page 9), at the time you submit your bid. You must submit the Affirmations (or a pre-approved waiver) in BID ENVELOPE #1.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

Attest: \_\_\_\_\_ Secretary of Corporate Bidder  
(Corporate Seal)

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









**FINAL REPORT  
OF  
ASBESTOS SURVEY SERVICES**

**DOUGLSTON BRANCH LIBRARY  
ROOF UPGRADE  
249 - 01 NORTHERN BOULEVARD  
QUEENS, NEW YORK, 11362**

**Prepared For:**



**NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION**

**Bureau of Environmental & Geotechnical Services  
30-30 Thomson Avenue, 5<sup>th</sup> Floor  
Long Island City, New York 11101**

**Prepared By:**



**LiRo Engineers, Inc.  
Three Aerial Way  
Syosset, New York 11791**

**Final Submission  
Date: 11/21/2012**

**DDC Capital Project Number: LQQ122-DL  
Work Order Letter Number: 8608-LIRO-2-8024  
Task No. 8608  
Consultant's Project Number: 10-62-205-107  
Contract Registration Number: 20101417627  
Contract Registration Date: APRIL 21, 2010**







LiRo Engineers, Inc.

*A LiRo Group Company*

*Three Aerial Way, Syosset New York 11791*

*Telephone 516.938.5476*

*Facsimile 516.937.5421*

November 21, 2012

Mr. Jean M. Jean-Louis  
Director  
Bureau of Environmental & Geotechnical Services  
City of New York Department of Design and Construction  
30-30 Thomson Avenue, 5<sup>th</sup> Floor  
Long Island City, New York 11101

**Subject: Final Report of Asbestos Survey Services  
Douglaston Branch Library  
Roof Upgrade  
249 - 01 Northern Boulevard  
Queens, New York, 11362  
LiRo Project No. 10-62-205-107**

Dear Mr. Jean-Louis:

LiRo Engineers, Inc. has completed a building material survey for the Douglaston Branch Library - Roof Upgrade located at 249 - 01 Northern Boulevard, Queens, New York 11362. The survey included visual observation, material sampling, and laboratory sample analysis of suspect ACM materials.

The attached report presents descriptions and results of the material sampling procedures, and analysis. Relevant general project information is provided, followed by our findings, assessments and recommendations. Laboratory analysis data, and certifications are provided in the Appendices.

If you have any questions concerning this report or if we may be of further assistance to you, please contact us.

Sincerely,

**LiRo Engineers, Inc.**

A handwritten signature in black ink, appearing to read 'Robert Kreuzer', with a long horizontal flourish extending to the right.

Robert Kreuzer  
Vice President, Environmental Services





# ***Final Report of Asbestos Survey Services***

## **TABLE OF CONTENTS**

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2.0 FIELD SURVEY PROCEDURES AND SAMPLE ANALYSIS METHODS .....	3
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4.0 INSPECTION RESULTS .....	7
5.0 AREAS NOT ACCESSIBLE .....	8
6.0 ASBESTOS ABATEMENT COST ESTIMATE .....	9
7.0 CONCLUSIONS AND RECOMMENDATIONS .....	10
8.0 REPORT CERTIFICATION .....	11

### **Appendices**

Appendix A: Sample Analysis Results in Tabular Form

Appendix B: Bulk Sample Field Data Sheets with Chain of Custody & Laboratory Results

Appendix C: Laboratory Accreditations and Personnel Certifications

Appendix D: Bulk Sample Location Drawings

Appendix E: Drawings with ACM Locations

Appendix F: Scope of Work and Drawings





# ***Final Report of Asbestos Survey Services***

## **1.0 EXECUTIVE SUMMARY**

LiRo Engineers, Inc. has performed a renovation specific inspection for the presence or absence of Asbestos-Containing Materials (ACM) at the Douglaston Branch Library, located at 249 – 01 Northern Boulevard, Queens, New York 11362. The survey was conducted at the request of the City of New York Department of Design and Construction (NYC DDC), for the Roof Upgrade for Queens Library. Design Drawings labeled "Roof Replacements", dated May 18, 2012 and Project objectives and Scope of Work labeled "Roof Upgrades" dated June 8, 2012 prepared by NYC DDC were used as the basis for surveying efforts. The intent of this survey was to locate, identify, and quantify asbestos containing materials that will be impacted during the scheduled Roof Upgrade project.

There were no previous sampling data or asbestos survey reports available for review.

Anthony Spantidakis and Sultan Rahim performed this survey on October 18, 2012. Anthony Spantidakis holds certifications from the New York City Department of Environmental Protection as an Asbestos Investigator (NYC DEP # 117708) and the New York State Department of Labor as an Asbestos Inspector (NYS DOL #98-16544). Sultan Rahim holds a certification from the New York State Department of Labor as an Asbestos Inspector (NYS DOL #04-00820). The results of the visual inspection, review of past surveys and bulk sample analysis determined that the following materials may be impacted by the project:

### Main Roof

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Grey
- Roof 3<sup>rd</sup> Layer Vapor Barrier, Black
- Roof 4<sup>th</sup> Layer Felt Paper, Red
- Roof Base Flashing, Black
- Roof Miscellaneous Flashing, Black
- Roof Parapet Terra Cotta Coping Mortar, Grey
- Roof Parapet Terra Cotta Coping Caulk, Grey
- Roof Parapet Stone Coping Caulk, Grey
- Roof Parapet Tar, Black

### Exterior Facade

- Window/Door Frame Caulk, Brown – South Elevation
- Old Expansion Joint Caulk Remnants, Grey – West Elevation
- Expansion Joint Caulk, Brown – West Elevation
- Horizontal Expansion Joint Caulk, Grey – West Elevation
- Brick Mortar, Grey







## **Final Report of Asbestos Survey Services**

### **Interior**

- Gypsum Board Joint Compound, White
- Gypsum Board, White
- Paper Cover on Fiberglass Pipe Insulation, White
- Fitting Joint on Fiberglass Pipe Insulation, Grey
- 1'x1' Glued on Ceiling Tiles, Brown
- 1'x1' Glued on Ceiling Tiles Glue, Brown
- Wall Plaster, White Coat
- Wall Plaster, Grey Coat
- 2'x2' Drop Ceiling Tiles, White
- 2'x4' Drop Ceiling Tiles, White

Analytical results of bulk samples collected indicate the following materials **contain asbestos** (greater than 1-percent).

### **Exterior Facade**

- **Window/Door Frame Caulk, Brown – South Elevation**
- **Old Expansion Joint Caulk Remnants, Grey – West Elevation**

Analytical results of the bulk samples collected indicate that the following materials **did not contain asbestos**:

### **Main Roof**

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Grey
- Roof 3<sup>rd</sup> Layer Vapor Barrier, Black
- Roof 4<sup>th</sup> Layer Felt Paper, Red
- Roof Base Flashing, Black
- Roof Miscellaneous Flashing, Black
- Roof Parapet Terra Cotta Coping Mortar, Grey
- Roof Parapet Terra Cotta Coping Caulk, Grey
- Roof Parapet Stone Coping Caulk, Grey
- Roof Parapet Tar, Black

### **Exterior Facade**

- Expansion Joint Caulk, Brown – West Elevation
- Horizontal Expansion Joint Caulk, Grey – West Elevation
- Brick Mortar, Grey





# ***Final Report of Asbestos Survey Services***

## Interior

- Gypsum Board Joint Compound, White
- Gypsum Board, White
- Paper Cover on Fiberglass Pipe Insulation, White
- Fitting Joint on Fiberglass Pipe Insulation, Grey
- 1'x1' Glued on Ceiling Tiles, Brown
- 1'x1' Glued on Ceiling Tiles Glue, Brown
- Wall Plaster, White Coat
- Wall Plaster, Grey Coat
- 2'x2' Drop Ceiling Tiles, White
- 2'x4' Drop Ceiling Tiles, White

## **2.0 FIELD SURVEY PROCEDURES AND SAMPLE ANALYSIS METHODS**

Guidelines used for the inspection were established by the Environmental Protection Agency (EPA) in the Guidance for Controlling Asbestos Containing Materials in Buildings, Office of Pesticides and Toxic Substances, Doc 560/5-85-024, and 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA).

Field information was organized in accordance with the AHERA methodology of homogenous area (HA). During the survey, reasonable effort was made to identify all locations and types of ACM materials associated with the scope of work. Sampling has included multiple samples of the same materials chosen at random. However, due to inconsistencies of a manufacturer's processes and the contractor's installation methods, materials of similar construction may contain various amounts of asbestos. Furthermore, some materials that were not originally specified to contain asbestos may in fact contain this mineral. For example, cementitious pipe insulation and plaster were frequently mixed with asbestos at the construction site for ease of application. Locating all asbestos materials can only be definitively achieved by conducting exploratory demolition and sampling every section of pipe insulation, fitting or valve covering, fireproofing, and other suspect ACM.

Bulk samples of suspect ACM are analyzed using polarized light microscopy (PLM) coupled with dispersion staining, as described in 40 CFR Part 763 and the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). NESHAPS is the standard industry protocol for the determination of asbestos in building materials. A suspect material is immersed in a solution of known refractive index and subjected to illumination by polarized light. The color displays that result are compared to a standardized atlas whereby the specific variety of asbestos is determined. It should also be recognized that PLM is primarily a qualitative identification method whereby





## ***Final Report of Asbestos Survey Services***

asbestos percentage, if any, is estimated. While EPA, New York State, and New York City regulations governing ACM consider materials containing greater than 1-percent as asbestos, accurately quantifying asbestos content below 5-percent has been shown to be unreliable.

The New York State Department of Health has recently revised the PLM Stratified Point Counting Method. The March 25<sup>th</sup>, 2011 method, "Polarized Light Microscopy Methods for Identifying and Quantifying Asbestos in Bulk Samples" can be found as Item 198.1 in the Environmental Laboratory Approval program (ELAP) Certification manual. Where as the procedure of analysis for bulk samples that fall into the category of "Non-friable Organically Bound" (NOB) can be found in the March 25<sup>th</sup> 2011 method "Polarized-Light Microscope Method for Identifying and Quantifying Asbestos in Non-Friable Organically Bound Bulk Samples", Item 198.6 in the ELAP Certification Manual. This category includes any sample in a flexible to rigid asphalt or vinyl matrix (floor tiles, mastic, roofing shingles, roofing felt, etc.). These samples must be "ashed" in a muffle furnace at 480-degrees Celsius (to remove organic matrix), treated with acid (to remove any mineral carbonate), and filtered through a 0.4-micron polycarbonate filter before being analyzed by PLM. The sample must be weighted between each of these steps to track the percent loss of organic matrix.

ELAP has determined that analysis of NOB materials is not reliably performed by PLM. Therefore, if PLM analysis yields results of 1-percent asbestos or less, the result must be confirmed by TEM. For bulk samples that undergo TEM analysis, the March 25<sup>th</sup>, 2011 method "Transmission Electron Microscope Method for Identifying and Quantitating Asbestos in Non-Friable organically Bound Bulk Samples" must be used and can be found as Item 198.4 in the ELAP Certification Manual. ELAP certified laboratories must include the following statement with their PLM analysis results for each "negative" (1-percent or less asbestos) NOB sample: "Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-ACM, confirmation must be made by quantitative transmission electron microscopy".

All samples are initially analyzed by Polarized Light Microscopy in accordance with Item 198.1 and 198.6 of the ELAP Certification Manual. Samples which yield a negative PLM result and which are classified as a "non-friable" material, are then re-analyzed utilizing TEM methodology in accordance with Item 198.4 of the ELAP Certification Manual. The laboratory performing both these analysis procedures is EMSL - Analytical, Inc. (NYC) located at 307 West 38<sup>th</sup> Street, New York, NY 10018. The laboratory has received accreditation from the following agencies:

- National Voluntary Laboratory Accreditation Program (Lab Code 101048-9)
- New York State Environmental Laboratory Approval Program (Lab No. 11506)
- American Industrial Hygiene Association Accredited Laboratory (Lab No. 102581)





## ***Final Report of Asbestos Survey Services***

### **3.0 INSPECTION SCOPE AND MATERIAL ASSESSMENT**

The areas inspected for ACM materials that may be impacted by the Roof Upgrade project were:

- Main Roof
- Exterior Facade
- Interior

The inspection was characterized by observations of accessible areas. Suspect materials in areas of construction were sampled and quantified. LIRO Engineers, Inc. utilized Design Drawings labeled "Roof Replacements", dated May 18, 2012 and Project objectives and Scope of Work labeled "Roof Upgrades" dated June 8, 2012 prepared by NYC DDC as a basis for the areas to be surveyed.

There were no previous sampling data or asbestos survey reports available for review.

Materials examined during the inspection included:

#### Main Roof

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Grey
- Roof 3<sup>rd</sup> Layer Vapor Barrier, Black
- Roof 4<sup>th</sup> Layer Felt Paper, Red
- Roof Base Flashing, Black
- Roof Miscellaneous Flashing, Black
- Roof Parapet Terra Cotta Coping Mortar, Grey
- Roof Parapet Terra Cotta Coping Caulk, Grey
- Roof Parapet Stone Coping Caulk, Grey
- Roof Parapet Tar, Black

#### Exterior Facade

- Window/Door Frame Caulk, Brown – South Elevation
- Old Expansion Joint Caulk Remnants, Grey – West Elevation
- Expansion Joint Caulk, Brown – West Elevation
- Horizontal Expansion Joint Caulk, Grey – West Elevation
- Brick Mortar, Grey

#### Interior







## ***Final Report of Asbestos Survey Services***

- Gypsum Board Joint Compound, White
- Gypsum Board, White
- Paper Cover on Fiberglass Pipe Insulation, White
- Fitting Joint on Fiberglass Pipe Insulation, Grey
- 1'x1' Glued on Ceiling Tiles, Brown
- 1'x1' Glued on Ceiling Tiles Glue, Brown
- Wall Plaster, White Coat
- Wall Plaster, Grey Coat
- 2'x2' Drop Ceiling Tiles, White
- 2'x4' Drop Ceiling Tiles, White

Analytical results of bulk samples collected indicate the following materials **contain asbestos** (greater than 1-percent).

### **Exterior Facade**

- **Window/Door Frame Caulk, Brown – South Elevation**
- **Old Expansion Joint Caulk Remnants, Grey – West Elevation**

Analytical results of the bulk samples collected indicate that the following materials **did not contain asbestos**:

### **Main Roof**

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Grey
- Roof 3<sup>rd</sup> Layer Vapor Barrier, Black
- Roof 4<sup>th</sup> Layer Felt Paper, Red
- Roof Base Flashing, Black
- Roof Miscellaneous Flashing, Black
- Roof Parapet Terra Cotta Coping Mortar, Grey
- Roof Parapet Terra Cotta Coping Caulk, Grey
- Roof Parapet Stone Coping Caulk, Grey
- Roof Parapet Tar, Black

### **Exterior Facade**

- Expansion Joint Caulk, Brown – West Elevation
- Horizontal Expansion Joint Caulk, Grey – West Elevation
- Brick Mortar, Grey

### **Interior**





## Final Report of Asbestos Survey Services

- Gypsum Board Joint Compound, White
- Gypsum Board, White
- Paper Cover on Fiberglass Pipe Insulation, White
- Fitting Joint on Fiberglass Pipe Insulation, Grey
- 1'x1' Glued on Ceiling Tiles, Brown
- 1'x1' Glued on Ceiling Tiles Glue, Brown
- Wall Plaster, White Coat
- Wall Plaster, Grey Coat
- 2'x2' Drop Ceiling Tiles, White
- 2'x4' Drop Ceiling Tiles, White

### 4.0 INSPECTION RESULTS

The asbestos inspection involved a thorough visual examination of all areas impacted by the project. The following suspect materials were sampled and analyzed for asbestos content:

Homogeneous Material ID	Location*	Material	Asbestos Content
01	Exterior Facade – South Elevation	Window/Door Frame Caulk, Brown	1.4% ANT
02	Exterior Facade – West Elevation	Old Expansion Joint Caulk Remnants, Grey	7.2% CHR
03	Exterior Facade – West Elevation	Expansion Joint Caulk, Brown	ND
04	Exterior Facade – West Elevation	Horizontal Expansion Joint Caulk, Grey	ND
05	Main Roof	Roof Top Layer Membrane, Black	ND
06	Main Roof	Roof 2 <sup>nd</sup> Layer Insulation, Grey	<1% CHR
07	Main Roof	Roof 3 <sup>rd</sup> Layer Vapor Barrier, Black	ND
08	Main Roof	Roof 4 <sup>th</sup> Layer Felt Paper, Red	ND
09	Main Roof	Roof Base Flashing, Black	ND
10	Main Roof	Roof Miscellaneous Flashing, Black	ND
11	Main Roof	Roof Parapet Terra Cotta Coping Mortar, Grey	ND
12	Main Roof	Roof Parapet Terra Cotta Coping Caulk, Grey	ND





# Final Report of Asbestos Survey Services

Homogeneous Material ID	Location*	Material	Asbestos Content
13	Main Roof	Roof Parapet Stone Coping Caulk, Grey	ND
14	Main Roof	Roof Parapet Tar, Black	ND
15	Interior, Library Beneath Roof	Gypsum Board Joint Compound, White	ND
16	Interior, Library Beneath Roof	Gypsum Board, White	ND
17	Interior, Library Beneath Roof	Paper Cover on Fiberglass Pipe Insulation, White	ND
18	Interior, Library Beneath Roof	Fitting Joint on Fiberglass Pipe Insulation, Grey	ND
19	Interior, Library Beneath Roof	1'x1' Glued on Ceiling Tiles, Brown	<1% ANT
20	Interior, Library Beneath Roof	1'x1' Glued on Ceiling Tiles Glue, Brown	ND
21	Interior, Library Beneath Roof	Wall Plaster, White Coat	ND
22	Interior, Library Beneath Roof	Wall Plaster, Grey Coat	ND
23	Interior, Library Beneath Roof	2'x2' Drop Ceiling Tiles, White	<1% CHR
24	Interior, Library Beneath Roof	2'x4' Drop Ceiling Tiles, White	ND
25	Exterior Facade	Brick Mortar, Grey	ND

## **Bold – Asbestos Containing Materials**

ND = None Detected

CHR = Chrysotile

ANT = Anthophyllite

\* - For precise sample collection locations see Appendix A and Bulk sample Location drawings.

## 4.1 Sample Analysis Table

Laboratory analysis results, in tabular form, are included in Appendix A.

## 5.0 AREAS NOT ACCESSIBLE

During the survey the following areas were not accessible:

- Void Spaces within Walls: Destructive sampling was not performed in concealed spaces in walls to access plenum, chases etc. It should be assumed that





# Final Report of Asbestos Survey Services

asbestos containing materials may exist in these areas. Any suspect materials encountered during work should be sampled for analysis before work continues.

## 6.0 ASBESTOS ABATEMENT COST ESTIMATES

Cost estimates have been prepared with the following assumptions:

- Union labor or prevailing wage
- Insurance, profit and overhead costs have been estimated and will vary among contractors
- All work areas may not be able to be abated in a continuous fashion and down time may occur for varying periods.
- Electric power and water to be provided by others
- Prices do not include air monitoring costs
- Prices do not include any scaffolding.
- Reinstallation work has not been factored into the cost estimates

The following chart is an approximation illustrating the cost for removal of various types of ACM throughout the Douglaston Branch Library, Roof Upgrade project, located at 249 -01 Northern Boulevard, Queens, New York 11362.

- Title 15 § 1-109 Abatement from Vertical Exterior Surfaces .....\$30.00/Ln. Ft.
- Title 15 § 1-109 Abatement from Vertical Exterior Surfaces...\$400.00/Per Opening

The unit costs listed in this section are based on projects of similar size, location and complexity.

\* - Lump Sum minimum Abatement Fee

### Exterior Facade

ACM Material	Quantity	Unit Rate	Total
Window/Door Frame Caulk, Brown – South Elevation	130 Ln. Ft. 8 Window/Door Masonry Openings	\$400.00/ Per Opening	\$3,200.00
Old Expansion Joint Caulk Remnants, Grey – West Elevation	30 Ln. Ft.	\$30.00/ Ln. Ft.	\$900.00

Subtotal..... \$4,100.00  
 Overhead & Profit (15-Percent)..... \$615.00  
 Total ..... \$4,715.00







## ***Final Report of Asbestos Survey Services***

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Total for Entire Abatement Project ..... **\$4,715.00**

**Notes:**

- The above cost includes the waste hauling charges, filing fees and other miscellaneous cost associated with asbestos abatement by the abatement contractor.

### **7.0 CONCLUSIONS AND RECOMMENDATIONS**

Various types of ACM materials have been identified in our survey effort that may be impacted as part of the Renovation Program for the Roof Upgrade Project at the Douglaston Branch Library.

The asbestos inspection was based on Design Drawings labeled "Roof Replacements", dated May 18, 2012 and Project objectives and Scope of Work labeled "Roof Upgrades" dated June 8, 2012 prepared by NYC DDC. Any change in the scope of work beyond what was identified in the above mentioned drawings will require further investigation to accurately classify any additional ACM resulting from the modified or updated scope of work and/or drawings.





# Final Report of Asbestos Survey Services

## 8.0 REPORT CERTIFICATIONS

This report, and the supporting data, findings, conclusions, opinions, and recommendations it contains represent the result of LiRo's efforts for the asbestos survey work for the Douglaston Branch Library– Roof Upgrade project.

Opinions and recommendations presented in this report apply to site conditions and features as they existed at the time of LiRo's site visits, and those reasonably foreseeable. They cannot necessarily apply to conditions and features of which LiRo is unaware and has not had the opportunity to evaluate.

The conclusions presented in this report are professional opinions solely upon LiRo's visual observations of accessible areas, laboratory test data, and current regulatory requirements. These conclusions are intended exclusively for the purpose stated herein, at the site indicated, and based upon the scope of work received from the Department of Design and Construction, for the project indicated.

Prepared by:

Anthony Spantidakis  
NYS DOL Inspector/Designer  
NYC DEP Investigator

Reviewed by:

Martin Wesolowski, PE  
QAQC



NYC DEP Investigator Seal



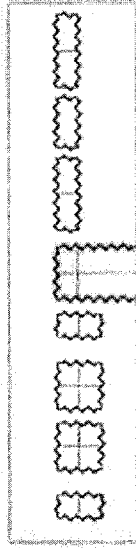
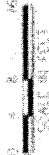
**LEGEND:**

+++++ LOCATION OF ASBESTOS CONTAINING EXTERIOR EXPANSION JOINT CAULK ON BRICK, GRAY

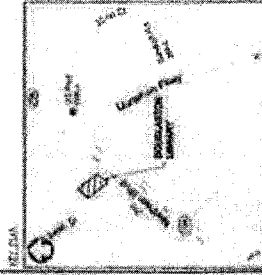
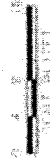
~~~~~ LOCATION OF ASBESTOS CONTAINING WINDOW AND DOOR FRAME CAULK, BROWN



1 WEST SIDE ELEVATION  
(249TH STREET)



2 SOUTH SIDE ELEVATION  
(NORTHERN BOULEVARD)



L&E Engineers, Inc.  
Three World Way  
B-1000, New York 11791



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

|     |      |             |
|-----|------|-------------|
| NO. | DATE | DESCRIPTION |
| 1   |      |             |
| 2   |      |             |
| 3   |      |             |
| 4   |      |             |

CAPITAL PROJECT NUMBER: L00123-01  
DOUGLASS BRANCH LIBRARY  
ROOF UPGRADES

249-01 NORTHERN BOULEVARD  
QUEENS - LITTLE NECK, NY

ASBESTOS MATERIAL LOCATION PLAN  
EXTERIOR FACADE

|                     |                    |
|---------------------|--------------------|
| DATE: 11/11/03      | SCALE: AS SHOWN    |
| DRAWN BY: [Name]    | CHECKED BY: [Name] |
| APPROVED BY: [Name] | DATE: 11/11/03     |

ACM-001



**FINAL REPORT  
OF  
ASBESTOS SURVEY SERVICES**

**NORTH HILLS BRANCH LIBRARY  
ROOF UPGRADE  
57- 04 MARATHON PARKWAY  
QUEENS, NEW YORK, 11362**

**Prepared For:**



**NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION**

**Bureau of Environmental & Geotechnical Services  
30-30 Thomson Avenue, 5<sup>th</sup> Floor  
Long Island City, New York 11101**

**Prepared By:**



**LiRo Engineers, Inc.  
Three Aerial Way  
Syosset, New York 11791**

**Final Submission  
Date: 11/19/2012**

**DDC Capital Project Number: LQQ122-DL  
Work Order Letter Number: 8607-LIRO-2-8023  
Task No. 8607  
Consultant's Project Number: 10-62-205-108  
Contract Registration Number: 20101417627  
Contract Registration Date: APRIL 21, 2010**









LiRo Engineers, Inc.

*A LiRo Group Company*

*Three Aerial Way, Syosset New York 11791*

*Telephone 516.938.5476*

*Facsimile 516.937.5421*

November 19, 2012

Mr. Jean M. Jean-Louis

Director

Bureau of Environmental & Geotechnical Services

City of New York Department of Design and Construction

30-30 Thomson Avenue, 5<sup>th</sup> Floor

Long Island City, New York 11101

**Subject: Final Report of Asbestos Survey Services  
North Hills Branch Library  
Roof Upgrade  
57- 04 Marathon Parkway  
Queens, New York, 11362  
LiRo Project No. 10-62-205-108**

Dear Mr. Jean-Louis:

LiRo Engineers, Inc. has completed a building material survey for the North Hills Branch Library - Roof Upgrade located at 57 - 04 Marathon Parkway, Queens, New York 11362. The survey included visual observation, material sampling, and laboratory sample analysis of suspect ACM materials.

The attached report presents descriptions and results of the material sampling procedures, and analysis. Relevant general project information is provided, followed by our findings, assessments and recommendations. Laboratory analysis data, and certifications are provided in the Appendices.

If you have any questions concerning this report or if we may be of further assistance to you, please contact us.

Sincerely,

LiRo Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Robert Kreuzer', with a long horizontal flourish extending to the right.

Robert Kreuzer  
Vice President, Environmental Services





# ***Final Report of Asbestos Survey Services***

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### **Appendices**

Appendix A: Sample Analysis Results in Tabular Form

Appendix B: Bulk Sample Field Data Sheets with Chain of Custody & Laboratory Results

Appendix C: Laboratory Accreditations and Personnel Certifications

Appendix D: Bulk Sample Location Drawings

Appendix E: Drawings with ACM Locations

Appendix F: Scope of Work and Drawings





# ***Final Report of Asbestos Survey Services***

## **1.0 EXECUTIVE SUMMARY**

LiRo Engineers, Inc. has performed a renovation specific inspection for the presence or absence of Asbestos-Containing Materials (ACM) at the North Hills Branch Library, located at 57-04 Marathon Parkway, Queens, New York 11362. The survey was conducted at the request of the City of New York Department of Design and Construction (NYC DDC), for the North Hills Branch Roof Upgrades for Queens Library. Design Drawings labeled "Roof Replacements for the Queens Library", dated June 4, 2012 and Project objectives and Scope of Work labeled "Douglaston – Little Neck and North Hills Library Branches Roof Upgrades Queens Library" dated June 8, 2012 prepared by NYC DDC were used as the basis for surveying efforts. The intent of this survey was to locate, identify, and quantify asbestos containing materials that will be impacted during the scheduled Roof Upgrade project.

There were no previous sampling data or asbestos survey reports available for review.

Anthony Spantidakis and Sultan Rahim performed this survey on October 18, 2012. Anthony Spantidakis holds certifications from the New York City Department of Environmental Protection as an Asbestos Investigator (NYC DEP # 117708) and the New York State Department of Labor as an Asbestos Inspector (NYS DOL #98-16544). Sultan Rahim holds a certification from the New York State Department of Labor as an Asbestos Inspector (NYS DOL #04-00820). The results of the visual inspection, review of past surveys and bulk sample analysis determined that the following materials may be impacted by the project:

- Roof Perimeter Leader Flashing, Black
- Roof Perimeter Leader Flashing Tar, Black
- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Brown
- Roof 3<sup>rd</sup> Layer Insulation on Metal Deck, Grey
- Roof Base Flashing, Black
- Roof Miscellaneous Flashing, Black
- Roof Membrane of Walkway Pad, Black
- Roof Patch Membrane, Black
- Roof Patch Membrane Tar, Black
- Roof Duct Insulation, Black – HVAC System
- Roof Sealant on Duct Seams, Black – HVAC System
- Roof Pitch Pocket Tar, Black – HVAC System
- Roof Flashing on Metal Footing, Black – HVAC System
- Roof Caulk, Grey – Chimney
- Expansion Joint Filler, Brown
- Caulk on Sidewalk, Grey
- Brick Mortar, Grey





## ***Final Report of Asbestos Survey Services***

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- Window Frame Caulk, Black
- Lintel Paint Rust Inhibitor, Black
- Expansion Joint Caulk, Grey
- CMU Mortar, Grey
- Gypsum Board, White
- Gypsum Board Joint Compound, White
- Paper Cover on Fiberglass Pipe Insulation, White
- Fitting on Fiberglass Pipe Insulation, Grey
- 2'x2' Drop Ceiling Tiles, White
- 2'x4' Drop Ceiling Tiles, White
- 2'x2' Drop Ceiling Tile With Holes (Old), White
- Spray on Fireproofing, White

Analytical results of bulk samples collected indicate the following materials **contain asbestos** (greater than 1-percent).

### Dome Roof

- **Roof Perimeter Leader Flashing Tar, Black**

### East Flat Roof

- **Roof Miscellaneous Flashing, Black**

### West Flat Roof

- **Roof Miscellaneous Flashing, Black**
- **Roof Patch Membrane Tar, Black**
- **Roof Sealant on Duct Seams, Black – HVAC System**
- **Roof Pitch Pocket Tar, Black – HVAC System**

Analytical results of the bulk samples collected indicate that the following materials **did not contain asbestos**:

### Dome Roof

- Roof Perimeter Leader Flashing, Black

### East Flat Roof

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Brown
- Roof 3<sup>rd</sup> Layer Insulation on Metal Deck, Grey







## ***Final Report of Asbestos Survey Services***

- Roof Base Flashing, Black
- Roof Membrane of Walkway Pad, Black

### West Flat Roof

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Brown
- Roof 3<sup>rd</sup> Layer Insulation on Metal Deck, Grey
- Roof Base Flashing, Black
- Roof Membrane of Walkway Pad, Black
- Roof Patch Membrane, Black
- Roof Duct Insulation, Black – HVAC System
- Roof Flashing on Metal Footing, Black – HVAC System
- Roof Caulk, Grey – Chimney

### South Flat Roof

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Brown
- Roof 3<sup>rd</sup> Layer Insulation on Metal Deck, Grey

### Exterior Facade

- Expansion Joint Filler, Brown
- Caulk on Sidewalk, Grey
- Brick Mortar, Grey
- Window Frame Caulk, Black
- Lintel Paint Rust Inhibitor, Black
- Expansion Joint Caulk, Grey

### Interior

- CMU Mortar, Grey
- Gypsum Board, White
- Gypsum Board Joint Compound, White
- Paper Cover on Fiberglass Pipe Insulation, White
- Fitting on Fiberglass Pipe Insulation, Grey
- 2'x2' Drop Ceiling Tiles, White
- 2'x4' Drop Ceiling Tiles, White
- 2'x2' Drop Ceiling Tile With Holes (Old), White
- Spray on Fireproofing, White





## ***Final Report of Asbestos Survey Services***

### **2.0 FIELD SURVEY PROCEDURES AND SAMPLE ANALYSIS METHODS**

Guidelines used for the inspection were established by the Environmental Protection Agency (EPA) in the Guidance for Controlling Asbestos Containing Materials in Buildings, Office of Pesticides and Toxic Substances, Doc 560/5-85-024, and 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA).

Field information was organized in accordance with the AHERA methodology of homogenous area (HA). During the survey, reasonable effort was made to identify all locations and types of ACM materials associated with the scope of work. Sampling has included multiple samples of the same materials chosen at random. However, due to inconsistencies of a manufacturer's processes and the contractor's installation methods, materials of similar construction may contain various amounts of asbestos. Furthermore, some materials that were not originally specified to contain asbestos may in fact contain this mineral. For example, cementitious pipe insulation and plaster were frequently mixed with asbestos at the construction site for ease of application. Locating all asbestos materials can only be definitively achieved by conducting exploratory demolition and sampling every section of pipe insulation, fitting or valve covering, fireproofing, and other suspect ACM.

Bulk samples of suspect ACM are analyzed using polarized light microscopy (PLM) coupled with dispersion staining, as described in 40 CFR Part 763 and the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). NESHAPS is the standard industry protocol for the determination of asbestos in building materials. A suspect material is immersed in a solution of known refractive index and subjected to illumination by polarized light. The color displays that result are compared to a standardized atlas whereby the specific variety of asbestos is determined. It should also be recognized that PLM is primarily a qualitative identification method whereby asbestos percentage, if any, is estimated. While EPA, New York State, and New York City regulations governing ACM consider materials containing greater than 1-percent as asbestos, accurately quantifying asbestos content below 5-percent has been shown to be unreliable.

The New York State Department of Health has recently revised the PLM Stratified Point Counting Method. The March 25<sup>th</sup>, 2011 method, "Polarized Light Microscopy Methods for Identifying and Quantifying Asbestos in Bulk Samples" can be found as Item 198.1 in the Environmental Laboratory Approval program (ELAP) Certification manual. Where as the procedure of analysis for bulk samples that fall into the category of "Non-friable Organically Bound" (NOB) can be found in the March 25<sup>th</sup> 2011 method "Polarized-Light Microscope Method for Identifying and Quantifying Asbestos in Non-Friable Organically Bound Bulk Samples", Item 198.6 in the ELAP Certification Manual. This category includes any sample in a flexible to rigid asphalt or vinyl matrix (floor tiles, mastic, roofing shingles, roofing felt, etc.). These samples must be "ashed" in a muffle furnace





## ***Final Report of Asbestos Survey Services***

at 480-degrees Celsius (to remove organic matrix), treated with acid (to remove any mineral carbonate), and filtered through a 0.4-micron polycarbonate filter before being analyzed by PLM. The sample must be weighted between each of these steps to track the percent loss of organic matrix.

ELAP has determined that analysis of NOB materials is not reliably performed by PLM. Therefore, if PLM analysis yields results of 1-percent asbestos or less, the result must be confirmed by TEM. For bulk samples that undergo TEM analysis, the March 25th, 2011 method "Transmission Electron Microscope Method for Identifying and Quantitating Asbestos in Non-Friable organically Bound Bulk Samples" must be used and can be found as Item 198.4 in the ELAP Certification Manual. ELAP certified laboratories must include the following statement with their PLM analysis results for each "negative" (1-percent or less asbestos) NOB sample: "Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-ACM, confirmation must be made by quantitative transmission electron microscopy".

All samples are initially analyzed by Polarized Light Microscopy in accordance with Item 198.1 and 198.6 of the ELAP Certification Manual. Samples which yield a negative PLM result and which are classified as a "non-friable" material, are then re-analyzed utilizing TEM methodology in accordance with Item 198.4 of the ELAP Certification Manual. The laboratory performing both these analysis procedures is EMSL - Analytical, Inc. (NYC) located at 307 West 38<sup>th</sup> Street, New York, NY 10018. The laboratory has received accreditation from the following agencies:

- National Voluntary Laboratory Accreditation Program (Lab Code 101048-9)
- New York State Environmental Laboratory Approval Program (Lab No. 11506)
- American Industrial Hygiene Association Accredited Laboratory (Lab No. 102581)

### **3.0 INSPECTION SCOPE AND MATERIAL ASSESSMENT**

The areas inspected for ACM materials that may be impacted by the Roof Upgrade project were:

- Dome Roof
- East Flat Roof
- West Flat Roof
- South Flat Roof
- Exterior Facade
- Interior 1<sup>st</sup> Floor

The inspection was characterized by observations of accessible areas. Suspect materials





## ***Final Report of Asbestos Survey Services***

in areas of construction were sampled and quantified. LiRo Engineers, Inc. utilized Design Drawings labeled "Roof Replacements", dated June 4, 2012 and Project objectives and Scope of Work labeled "Roof Upgrades" dated June 8, 2012 prepared by NYC DDC as a basis for the areas to be surveyed.

There were no previous sampling data or asbestos survey reports available for review.

Materials examined during the inspection included:

- Roof Perimeter Leader Flashing, Black
- Roof Perimeter Leader Flashing Tar, Black
- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Brown
- Roof 3<sup>rd</sup> Layer Insulation on Metal Deck, Grey
- Roof Base Flashing, Black
- Roof Miscellaneous Flashing, Black
- Roof Membrane of Walkway Pad, Black
- Roof Patch Membrane, Black
- Roof Patch Membrane Tar, Black
- Roof Duct Insulation, Black – HVAC System
- Roof Sealant on Duct Seams, Black – HVAC System
- Roof Pitch Pocket Tar, Black – HVAC System
- Roof Flashing on Metal Footing, Black – HVAC System
- Roof Caulk, Grey – Chimney
- Expansion Joint Filler, Brown
- Caulk on Sidewalk, Grey
- Brick Mortar, Grey
- Window Frame Caulk, Black
- Lintel Paint Rust Inhibitor, Black
- Expansion Joint Caulk, Grey
- CMU Mortar, Grey
- Gypsum Board, White
- Gypsum Board Joint Compound, White
- Paper Cover on Fiberglass Pipe Insulation, White
- Fitting on Fiberglass Pipe Insulation, Grey
- 2'x2' Drop Ceiling Tiles, White
- 2'x4' Drop Ceiling Tiles, White
- 2'x2' Drop Ceiling Tile With Holes (Old), White
- Spray on Fireproofing, White

Analytical results of bulk samples collected indicate the following materials **contain asbestos** (greater than 1-percent).







## Final Report of Asbestos Survey Services

### Dome Roof

- Roof Perimeter Leader Flashing Tar, Black

### East Flat Roof

- Roof Miscellaneous Flashing, Black

### West Flat Roof

- Roof Miscellaneous Flashing, Black
- Roof Patch Membrane Tar, Black
- Roof Sealant on Duct Seams, Black – HVAC System
- Roof Pitch Pocket Tar, Black – HVAC System

Analytical results of the bulk samples collected indicate that the following materials **did not contain asbestos**:

### Dome Roof

- Roof Perimeter Leader Flashing, Black

### East Flat Roof

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Brown
- Roof 3<sup>rd</sup> Layer Insulation on Metal Deck, Grey
- Roof Base Flashing, Black
- Roof Membrane of Walkway Pad, Black

### West Flat Roof

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Brown
- Roof 3<sup>rd</sup> Layer Insulation on Metal Deck, Grey
- Roof Base Flashing, Black
- Roof Membrane of Walkway Pad, Black
- Roof Patch Membrane, Black
- Roof Duct Insulation, Black – HVAC System
- Roof Flashing on Metal Footing, Black – HVAC System
- Roof Caulk, Grey – Chimney





# Final Report of Asbestos Survey Services

## South Flat Roof

- Roof Top Layer Membrane, Black
- Roof 2<sup>nd</sup> Layer Insulation, Brown
- Roof 3<sup>rd</sup> Layer Insulation on Metal Deck, Grey

## Exterior Facade

- Expansion Joint Filler, Brown
- Caulk on Sidewalk, Grey
- Brick Mortar, Grey
- Window Frame Caulk, Black
- Lintel Paint Rust Inhibitor, Black
- Expansion Joint Caulk, Grey

## Interior

- CMU Mortar, Grey
- Gypsum Board, White
- Gypsum Board Joint Compound, White
- Paper Cover on Fiberglass Pipe Insulation, White
- Fitting on Fiberglass Pipe Insulation, Grey
- 2'x2' Drop Ceiling Tiles, White
- 2'x4' Drop Ceiling Tiles, White
- 2'x2' Drop Ceiling Tile With Holes (Old), White
- Spray on Fireproofing, White

## 4.0 INSPECTION RESULTS

The asbestos inspection involved a thorough visual examination of all areas impacted by the project. The following suspect materials were sampled and analyzed for asbestos content:

| Homogeneous Material ID | Location*                       | Material                                  | Asbestos Content |
|-------------------------|---------------------------------|-------------------------------------------|------------------|
| 01                      | Dome Roof                       | Roof Perimeter Leader Flashing, Black     | ND               |
| 02                      | Dome Roof                       | Roof Perimeter Leader Flashing Tar, Black | 16% CHR          |
| 03                      | Interior, Library Beneath Roofs | CMU Mortar, Grey                          | ND               |





## Final Report of Asbestos Survey Services

| Homogeneous Material ID | Location*                       | Material                                                  | Asbestos Content |
|-------------------------|---------------------------------|-----------------------------------------------------------|------------------|
| 04                      | Exterior Facade                 | Expansion Joint Filler, Brown                             | ND               |
| 05                      | East and West Flat Roofs        | Roof Top Layer Membrane, Black                            | <1% CHR          |
| 06                      | East and West Flat Roofs        | Roof 2 <sup>nd</sup> Layer Insulation, Brown              | ND               |
| 07                      | East and West Flat Roofs        | Roof 3 <sup>rd</sup> Layer Insulation on Metal Deck, Grey | ND               |
| 08                      | East and West Flat Roofs        | Roof Base Flashing, Black                                 | ND               |
| 09                      | <b>East and West Flat Roofs</b> | <b>Roof Miscellaneous Flashing, Black</b>                 | <b>7.3% CHR</b>  |
| 10                      | South Flat Roof                 | Roof Top Layer Membrane, Black                            | ND               |
| 11                      | South Flat Roof                 | Roof 2 <sup>nd</sup> Layer Insulation, Brown              | ND               |
| 12                      | South Flat Roof                 | Roof 3 <sup>rd</sup> Layer Insulation on Metal Deck, Grey | ND               |
| 13                      | Exterior Facade                 | Caulk on Sidewalk, Grey                                   | ND               |
| 14                      | East and West Flat Roofs        | Roof Membrane of Walkway Pad, Black                       | ND               |
| 15                      | Interior, Library Beneath Roofs | Gypsum Board Joint Compound, White                        | ND               |
| 16                      | Interior, Library Beneath Roofs | Gypsum Board, White                                       | ND               |
| 17                      | Interior, Library Beneath Roofs | Paper Cover on Fiberglass Pipe Insulation, White          | ND               |
| 18                      | Interior, Library Beneath Roofs | Fitting on Fiberglass Pipe Insulation, Grey               | ND               |
| 19                      | Interior, Library Beneath Roofs | 2'x2' Drop Ceiling Tiles, White                           | ND               |
| 20                      | Interior, Library Beneath Roofs | 2'x4' Drop Ceiling Tiles, White                           | ND               |
| 21                      | Interior, Library Beneath Roofs | 2'x2' Drop Ceiling Tile With Holes (Old), White           | ND               |
| 22                      | Interior, Library Beneath Roofs | Spray on Fireproofing, White                              | ND               |
| 23                      | Exterior Facade                 | Brick Mortar, Grey                                        | ND               |
| 24                      | Exterior Facade                 | Window Frame Caulk, Black                                 | ND               |
| 25                      | Exterior Facade                 | Lintel Paint Rust Inhibitor, Black                        | ND               |





## Final Report of Asbestos Survey Services

| Homogeneous Material ID | Location*             | Material                                               | Asbestos Content |
|-------------------------|-----------------------|--------------------------------------------------------|------------------|
| 26                      | Exterior Facade       | Expansion Joint Caulk, Grey                            | ND               |
| 27                      | West Flat Roof        | Roof Patch Membrane, Black                             | ND               |
| <b>28</b>               | <b>West Flat Roof</b> | <b>Roof Patch Membrane Tar, Black</b>                  | <b>7.5% CHR</b>  |
| 29                      | West Flat Roof        | Roof Duct Insulation, Black – HVAC System              | ND               |
| <b>30</b>               | <b>West Flat Roof</b> | <b>Roof Sealant on Duct Seams, Black – HVAC System</b> | <b>1.5% CHR</b>  |
| <b>31</b>               | <b>West Flat Roof</b> | <b>Roof Pitch Pocket Tar, Black – HVAC System</b>      | <b>5.8% CHR</b>  |
| 32                      | West Flat Roof        | Roof Flashing on Metal Footing, Black – HVAC System    | ND               |
| 33                      | West Flat Roof        | Roof Caulk, Grey – Chimney                             | ND               |

### **Bold – Asbestos Containing Materials**

ND = None Detected

CHR = Chrysotile

\* - For precise sample collection locations see Appendix A and Bulk sample Location drawings.

### 4.1 Sample Analysis Table

Laboratory analysis results, in tabular form, are included in Appendix A.

### 5.0 AREAS NOT ACCESSIBLE

During the survey the following areas were not accessible:

- Void Spaces within Walls: Destructive sampling was not performed in concealed spaces in walls to access plenum, chases etc. It should be assumed that asbestos containing materials may exist in these areas. Any suspect materials encountered during work should be sampled for analysis before work continues.







# Final Report of Asbestos Survey Services

## 6.0 ASBESTOS ABATEMENT COST ESTIMATES

Cost estimates have been prepared with the following assumptions:

- Union labor or prevailing wage
- Insurance, profit and overhead costs have been estimated and will vary among contractors
- All work areas may not be able to be abated in a continuous fashion and down time may occur for varying periods.
- Electric power and water to be provided by others
- Prices do not include air monitoring costs
- Prices do not include any scaffolding.
- Reinstallation work has not been factored into the cost estimates

The following chart is an approximation illustrating the cost for removal of various types of ACM throughout the North Hills Branch Library, Roof Upgrade project, located at 57-04 Marathon Parkway, Queens, New York 11362.

- Title 15 § 1-107 Foam Procedure for Roof Removal.....\$50.00/Sq. Ft.
- Title 15 § 1-107 Foam Procedure for Roof Removal.....\$800.00\*/Lump Sum
- Title 15 § 1-109 Abatement from Vertical Exterior Surfaces ...\$800.00\*/Lump Sum

The unit costs listed in this section are based on projects of similar size, location and complexity.

### Dome Roof

| ACM Material                              | Quantity   | Unit Rate       | Total      |
|-------------------------------------------|------------|-----------------|------------|
| Roof Perimeter Leader Flashing Tar, Black | 30 Sq. Ft. | \$50.00/Sq. Ft. | \$1,500.00 |

Subtotal.....\$1,500.00  
 Overhead & Profit (15-Percent).....\$225.00  
 Total .....\$1,725.00

### East Flat Roof

| ACM Material                       | Quantity   | Unit Rate       | Total      |
|------------------------------------|------------|-----------------|------------|
| Roof Miscellaneous Flashing, Black | 20 Sq. Ft. | \$50.00/Sq. Ft. | \$1,000.00 |

Subtotal.....\$1,000.00





# Final Report of Asbestos Survey Services

Overhead & Profit (15-Percent)..... \$150.00  
 Total ..... \$1,150.00

## West Flat Roof

| ACM Material                                       | Quantity   | Unit Rate             | Total      |
|----------------------------------------------------|------------|-----------------------|------------|
| Roof Miscellaneous Flashing, Black                 | 30 Sq. Ft. | \$50.00/Sq. Ft.       | \$1,500.00 |
| Roof Patch Membrane Tar, Black                     | 5 Sq. Ft.  | Lump Sum<br>\$800.00* | \$800.00   |
| Roof Sealant on Duct Seams, Black<br>- HVAC System | 20 Sq. Ft. | \$50.00/Sq. Ft.       | \$1,000.00 |
| Roof Pitch Pocket Tar, Black<br>- HVAC System      | 10 Sq. Ft. | Lump Sum<br>\$800.00* | \$800.00   |

Subtotal..... \$4,100.00  
 Overhead & Profit (15-Percent)..... \$615.00  
 Total ..... \$4,715.00

Total for Entire Abatement Project ..... **\$7,590.00**

\*Minimum Abatement Fee

### Notes:

- The above cost includes the waste hauling charges, filing fees and other miscellaneous cost associated with asbestos abatement by the abatement contractor.

## 7.0 CONCLUSIONS AND RECOMMENDATIONS

Various types of ACM materials have been identified in our survey effort that may be impacted as part of the Renovation Program for the Roof Upgrade Project at the North Hills Branch Library.

The asbestos inspection was based on Design Drawings labeled "Roof Replacements for the Queens Library", dated June 4, 2012 and Project objectives and Scope of Work labeled "Douglaston - Little Neck and North Hills Library Branches Roof Upgrades Queens Library" dated June 8, 2012 prepared by NYC DDC. Any change in the scope of work beyond what was identified in the above mentioned drawings will require further investigation to accurately classify any additional ACM resulting from the modified or updated scope of work and/or drawings.





# Final Report of Asbestos Survey Services

## 8.0 REPORT CERTIFICATIONS

This report, and the supporting data, findings, conclusions, opinions, and recommendations it contains represent the result of LiRo's efforts for the asbestos survey work for the North Hills Branch Library– Roof Upgrade project.

Opinions and recommendations presented in this report apply to site conditions and features as they existed at the time of LiRo's site visits, and those reasonably foreseeable. They cannot necessarily apply to conditions and features of which LiRo is unaware and has not had the opportunity to evaluate.

The conclusions presented in this report are professional opinions solely upon LiRo's visual observations of accessible areas, laboratory test data, and current regulatory requirements. These conclusions are intended exclusively for the purpose stated herein, at the site indicated, and based upon the scope of work received from the Department of Design and Construction, for the project indicated.

Prepared by:

Anthony Spantidakis  
NYS DOL Inspector/Designer  
NYC DEP Investigator

Reviewed by:





Martin Wesolowski, PE  
QAQC

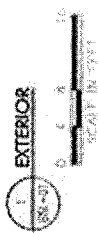
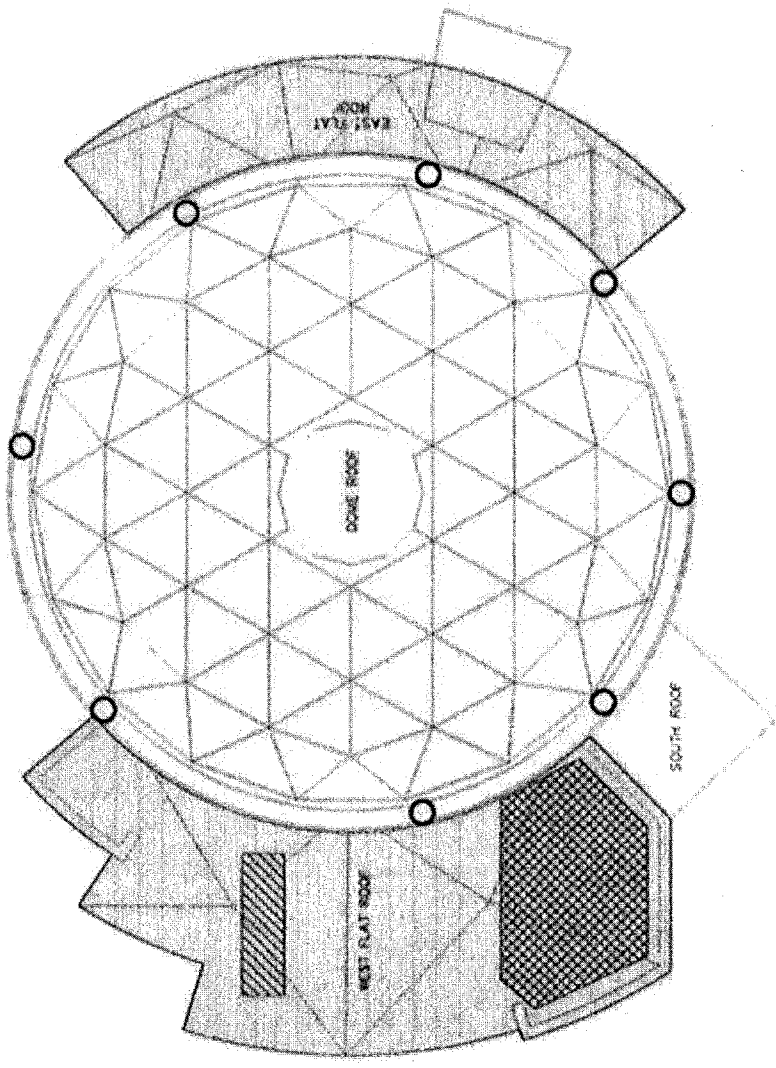


NYC DEP Investigator Seal

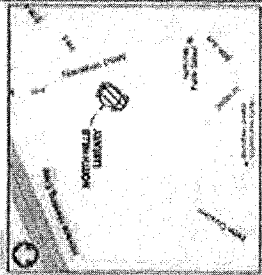




- LEGEND:**
-  LOCATION OF ASBESTOS CONTAINING ROOF PATCH MEMBRANE TAR, BLACK
  -  LOCATION OF ASBESTOS CONTAINING ROOF PERIMETER LEADER FLASHING TAR, BLACK
  -  LOCATION OF ASBESTOS CONTAINING ROOF MISCELLANEOUS FLASHING BLACK
  -  LOCATION OF ASBESTOS CONTAINING ROOF SEALANT ON DUCT SEAMS, BLACK AND ASBESTOS CONTAINING ROOF PITCH POCKET TAR, BLACK ON THE HVAC SYSTEM



SEE PAGE



**L/Ro Engineers, Inc.**  
 270 Avenue of the Americas  
 12th Floor  
 New York, NY 10013



NEW YORK CITY DEPARTMENT OF  
**DESIGN + CONSTRUCTION**

CAPITAL PROJECT NUMBER: L00123-01  
 NORTH HILLS BRANCH LIBRARY  
 ROOF UPGRADES

57-04 MARATHON PARKWAY  
 QUEENS - LITTLE NECK, NY

DATE: 10/11/11

ASBESTOS MATERIALS LOCATION PLAN  
 ROOF

PROJECT NO.: 111111  
 DRAWING NO.: 111111  
 SHEET NO.: 111111

ACM-01





**SECTION 280013 – 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 I of RCNY and to the NYSDOL as per Industrial Code Rule 56.

The Asbestos abatement contractor is responsible for preparing, and submitting Asbestos Variance Application (ACP-9). If a Variance is required, the Asbestos abatement contractor is responsible to retain a NYSDOL Asbestos Project Designer, as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required variance.

The Asbestos abatement 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.
  - 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<br/>SIZE O.D.</u> | <u>PIPE SIZE<br/>O.D.</u> | <u>SQUARE FOOTAGE<br/>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 1.09, multiplied by the unit price in Section 1.05.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

100 X 0.65 = 65 sq.ft.      65 x unit price = Payment

100 X 2.62 = 262 sq.ft.      262 x unit price = Payment

- B. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER INSULATION:** (all types including Silicate Block and including the removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

EXAMPLE: Item B. removal and replacement of 1000 S.F. of boiler insulation (incl. Silicate block)

1000 S.F. X (1.5) X the Unit Price = Payment

- C. **REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.
- D. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.
- E. **REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.
- F. **REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.





- G. **ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.
- H. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.
- I. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL:** (including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.
- J. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.
- K. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.
- L. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.
- M. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.
- N. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.
- O. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the Asbestos abatement contractor is directed not to install.



- P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of \$150 per cubic yard for asbestos contaminated waste and \$75 per cubic yard for non-asbestos contaminated waste. This cost includes all labor and material cost associated with work.
- Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of \$25.00 per cubic foot of material removed.
- R. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of \$400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

**Note 1: CREDIT:** For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

**Note 2: MINIMUM PAYMENT:** The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars (\$800.00).

**Note 3:** All payments shall be made as described in paragraph 1.09 herein.

**Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK PLATFORMS:** Provisions are made in this Contract to compensate the Asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

#### 1.10 GUARANTEE

- A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.
- B. The Commissioner of The Department of Design and Construction will notify the Asbestos abatement contractor in writing regarding defects in work under the guarantee.

#### 1.11 OCCUPANCY OF SITE NOT EXCLUSIVE



Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the Asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

## 1.12 SUBMITTALS

### A. Pre-Construction Submittals:

1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the Asbestos abatement contractor shall present three copies of the following items:
  - a. Asbestos abatement contractor's scope of work, work plan and schedule.
  - b. Asbestos project notifications, approved variances and plans to Government Agencies.
  - c. Copies of Permits, clearance and licenses if required.
  - d. Schedules: the Asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. Asbestos abatement contractor shall post a copy of all schedules at the site:
    - (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.
    - (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.
    - (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.



- e. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number to nearest hospital) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.
- f. Material Safety Data Sheets (MSDS) 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 MSDS 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





## SECTION 280013 – 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 I of RCNY and to the NYSDOL as per Industrial Code Rule 56.

The Asbestos abatement contractor is responsible for preparing, and submitting Asbestos Variance Application (ACP-9). If a Variance is required, the Asbestos abatement contractor is responsible to retain a NYSDOL Asbestos Project Designer, as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required variance.

The Asbestos abatement 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.
  - 10. Attach a copy of valid workmen compensation insurance.



11. Valid asbestos insurance per occurrence.
  12. General liability insurance when required.
- C. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.
- D. EXPOSURE LOG: With this final payment, the Asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

**1.08 QUANTITY CALCULATIONS**

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

| PIPE INSULATION<br>SIZE O.D. | PIPE SIZE<br>O.D. | SQUARE FOOTAGE<br>PER LINEAR FOOT |
|------------------------------|-------------------|-----------------------------------|
| 2-1/2"                       | 1/2"              | 0.65                              |
| 2-3/4"                       | 3/4"              | 0.72                              |
| 3"                           | 1"                | 0.79                              |
| 3-1/4"                       | 1-1/4"            | 0.85                              |
| 3-1/2"                       | 1-1/2"            | 0.92                              |
| 4"                           | 2"                | 1.05                              |
| 4-1/2"                       | 2-1/2"            | 1.18                              |
| 5"                           | 3"                | 1.31                              |
| 6"                           | 3-1/4"            | 1.57                              |
| 7"                           | 3-1/2"            | 1.83                              |
| 8"                           | 4"                | 2.09                              |
| 9"                           | 5"                | 2.36                              |
| 10"                          | 6"                | 2.62                              |
| 12"                          | 8"                | 3.14                              |
| 14"                          | 10"               | 3.67                              |
| 16"                          | 12"               | 4.19                              |
| 18"                          | 14"               | 4.71                              |



**1.09 METHOD OF PAYMENT**

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

- A. REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.09, multiplied by the unit price in Section 1.05.

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. Material Safety Data Sheets (MSDS) 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 MSDS 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.



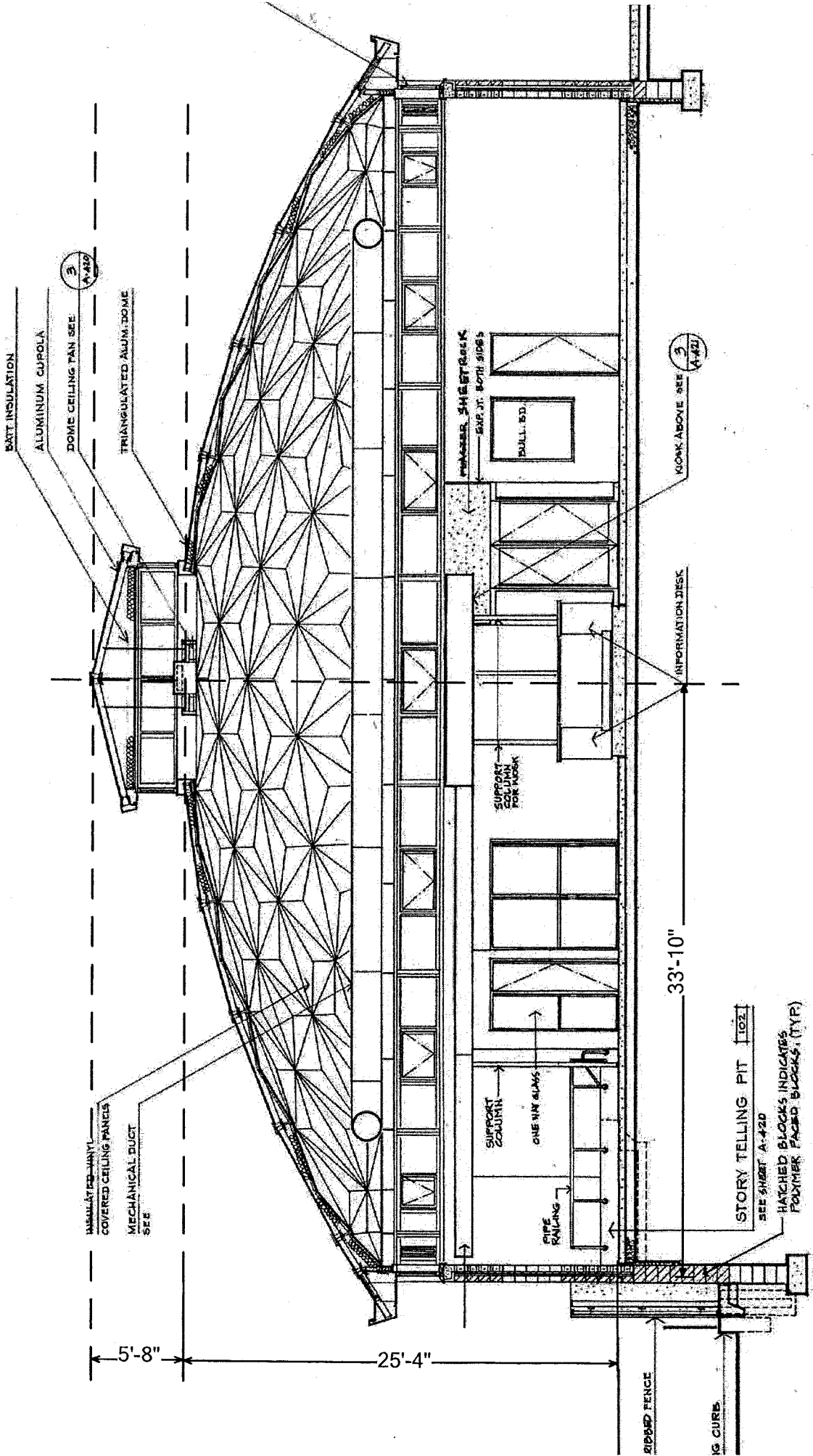
END OF SECTION











BATT. INSULATION

ALUMINUM CUPOLA

DOME CEILING PAN SEE

TRIANGULATED ALUM. DOME

3  
A-42D

INSULATED-WALL  
COVERED CEILING PANELS  
MECHANICAL DUCT  
SEE

5'-8"

25'-4"

FINISHED SHEET ROCK  
EXP. JT. BOTH SIDES

BULL. BD.

3  
A-42D

INFORMATION DESK

33'-10"

SUPPORT COLUMN

ONE-WAY SLABS

PIPE RAILING

STORY TELLING PIT  
SEE SHEET A-42D

HATCHED BLOCKS INDICATES  
POLYMER FACED BLOCKS. (TYP)

RIBBED FENCE

1/2 CURB







THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF STRUCTURES

February 11, 2013

**ADDENDUM No. # 3**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

**LQQ122-DL**

**Douglaston and North Hills Libraries Roofing Projects**

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This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

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The bidder is advised that the items listed below apply to the project:

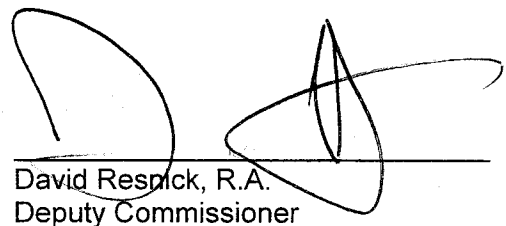
1. **The Bid Opening for the contract described below scheduled for February 8, 2013, at 2:00 pm is rescheduled to February 13, 2013, at 2:00 pm.**

**Contract #1 – General Construction Work**

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THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1727, or by fax at (718) 391-2615.



David Resnick, R.A.  
Deputy Commissioner

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Name of Bidder

By: \_\_\_\_\_





THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF STRUCTURES

ADDENDUM TO THE GENERAL CONDITIONS

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The General Conditions are hereby amended in accordance  
with the terms and conditions set forth in this Addendum.

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I. PROJECT DESCRIPTION

FMS #: **LQQ122-DL**

PROJECT NAMED: Douglaston and North Hills Libraries Roofing Projects

PROJECT DESCRIPTION: This Project consists of the removal and reroofing of two Queens Branch Library projects.

DOUGLASTON:

PROJECT LOCATION: **249-01 Northern Blvd**  
BOROUGH: **Queens**  
CITY OF NEW YORK  
ZIP CODE: **11363**  
COMMUNITY BOARD #: **411**

NORTH HILLS:

PROJECT LOCATION: **57-04 Marathon Parkway**  
BOROUGH: **Queens**  
CITY OF NEW YORK  
ZIP CODE: **11362**  
COMMUNITY BOARD #: **411**

PROJECT MANAGEMENT:

- DDC shall publicly bid and enter into a single Contract for the Project. DDC shall manage the Project using its own personnel.
- DDC shall publicly bid and enter into a single Contract 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 (September 2008) entitled "The Resident Engineer".
- DDC has entered into CM/Build Contract for the Project. The CM/Build Contractor shall be responsible for conducting a competitive bid process and entering into the contract(s) for the Project.

II. CM / BUILD CONTRACT: REVISIONS TO THE GENERAL CONDITIONS  
NOT USED

### III. 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.

### IV. 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.

### V. APPLICABILITY OF ARTICLES AND AMENDED ARTICLES

The Contractor is advised that various Articles in the General Conditions may not apply to this Project or may apply as amended. Such Articles advise the Contractor to "Refer to the Addendum to the General Conditions for the applicability of this Article." Such Articles are set forth below. A check mark indicates whether the Article (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 Article, as set forth in the General Conditions, applies to the Project. Amended Articles, if any, are set forth following this list of Articles.

| <u>Article No.</u> | <u>Article</u>                                                            | <u>Sub-Article or PART</u> (if applicable)  | Applies | Does not Apply | Applies as Amended |
|--------------------|---------------------------------------------------------------------------|---------------------------------------------|---------|----------------|--------------------|
| 1.04               | Contract Drawings                                                         | C ) PRINTS                                  |         | x              |                    |
| 1.05               | Shop Drawings and Record Drawings                                         | B ) INTEGRATED DRAWINGS                     |         | x              |                    |
| 1.09               | Surveys                                                                   |                                             |         | x              |                    |
| 1.13               | Sleeves and Hangers                                                       |                                             |         | x              |                    |
| 1.15               | Temporary Heat                                                            |                                             | x       |                |                    |
| 1.20               | Progress Photographs                                                      |                                             | x       |                |                    |
| 1.26               | Security Guards/Fire Guards on the Site                                   |                                             |         | x              |                    |
| 1.29               | Sleeve and Penetration Drawings                                           |                                             |         | x              |                    |
| 1.30               | Location of Partitions                                                    |                                             |         | x              |                    |
| 1.34               | Temporary Services                                                        | PART A                                      | x       |                |                    |
|                    |                                                                           | PART B                                      |         |                |                    |
| 1.35               | Temporary Use, Operation and Maintenance of Elevators during Construction | PART A – For New Buildings Up to 15 Stories |         | x              |                    |
|                    |                                                                           | PART B – For New Buildings Over 15 Stories  |         | x              |                    |
|                    |                                                                           | PART C – Existing Buildings                 |         | x              |                    |

| <u>Article No.</u> | <u>Article</u>                  | <u>Sub-Article or PART</u> (if applicable)                    | <u>Applies</u> | <u>Does not Apply</u> | <u>Applies as Amended</u> |
|--------------------|---------------------------------|---------------------------------------------------------------|----------------|-----------------------|---------------------------|
| 1.36               | General Mechanical Requirements |                                                               |                | x                     |                           |
| 1.37               | General Electrical Requirements | PART B – Section A) Temporary Lighting                        |                | x                     |                           |
|                    |                                 | PART B – Section B) Site Security Lighting (New Construction) |                | x                     |                           |
|                    |                                 | PART D – Electrical Conduit System Including Boxes            |                | x                     |                           |
|                    |                                 | PART E – Electrical Wiring Devices                            |                | x                     |                           |
|                    |                                 | PART F – Electrical Conductors and Terminators                |                | x                     |                           |
|                    |                                 | PART G – Circuit Protective Devices                           |                | x                     |                           |
|                    |                                 | PART H – Distribution Centers                                 |                | x                     |                           |
|                    |                                 | PART I – Motors                                               |                | x                     |                           |
|                    |                                 | PART J – Motor Control Equipment                              |                | x                     |                           |
| 1.40               | Separation Between Trades       |                                                               |                | x                     |                           |
| 1.42               | Specific Requirements           | C ) BORINGS                                                   |                | x                     |                           |
|                    |                                 | E ) WORK FENCE ENCLOSURE                                      | x              |                       |                           |
|                    |                                 | G ) RESIDENT ENGINEER'S OFFICE                                |                |                       |                           |
|                    |                                 | 1. OFFICE SPACE IN EXISTING BUILDING                          |                | x                     |                           |
|                    |                                 | 2. TRAILER OFFICE                                             |                | x                     |                           |
|                    |                                 | H ) ADDITIONAL EQUIPMENT FOR THE RESIDENT ENGINEER            |                | x                     |                           |
|                    |                                 | I ) PUBLIC TELEPHONE                                          |                | x                     |                           |
|                    |                                 | Q ) PROJECT SIGN AND RENDERING                                |                |                       |                           |
|                    |                                 | PART B – PROJECT RENDERING                                    |                | x                     |                           |

### COMPUTER WORKSTATIONS

H) Number of Computer Workstations to be provided as outlined in Article 1.42 H, item 4:

**VI. ADDITIONAL ARTICLES**

***NOT USED***

## VII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

- (1) **GENERAL:** The following are set forth below: (a) Special Experience Requirements applicable to the contractor or subcontractor that will perform specific areas of work.
- (2) **REVISION OF SPECIFICATIONS AND DRAWINGS:** In the event the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth below, such Special Experience Requirement is 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 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 these specific areas of work with its own forces, it must demonstrate compliance with the special experience requirements. If the contractor intends to subcontract these specific areas 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 #1:** 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 contractor or subcontractor performing the roofing work must be licensed or approved by the manufacturer of the roofing system. This Special Experience Requirement applies to the contractor or subcontractor that will perform specific areas of work specified in the section set forth below.

### General Construction Work:

- Section 07 52 16: (SBS) Modified Bituminous Membrane Roofing

## VIII. 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)**  
**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 FOR<br>GENERAL CONSTRUCTION                                                                                                                                                                  |
|------------------------|---------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Article 14<br>Contract | Time of<br>Completion     | Consecutive<br>Calendar Days                                 | 120 ccds                                                                                                                                                                                              |
| Article 15<br>Contract | Liquidated<br>Damages     | For each consecutive<br>calendar day over<br>completion time | \$ 200                                                                                                                                                                                                |
| Article 17<br>Contract | Sub-<br>contracts         | Not to exceed<br>percent of<br>Contract Price                | 60%                                                                                                                                                                                                   |
| Article 21<br>Contract | Retainage                 | Percent of<br>voucher                                        | If 100% bonds are required 5%<br>If 100% bonds are not required, and<br>Contract Price is less than \$500,000 10%<br>If 100% bonds are not required, and<br>Contract Price is more than \$500,000 10% |
| Article 24<br>Contract | Maintenance<br>& Guaranty | Percent of<br>Contract Price                                 | 1%                                                                                                                                                                                                    |
| Article 77<br>Contract | MWBE Program              |                                                              | See Subcontractor Utilization Plan<br>in the Bid Booklet                                                                                                                                              |



**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART I. Minimum Limits and Special Conditions**

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

| Types of Insurance<br>(per Article 22 in its entirety, including listed paragraph)                                                                                                                                                                                                                                                                                             | Minimum Limits and Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>■ Commercial General Liability      Art. 22.1.1</p>                                                                                                                                                                                                                                                                                                                         | <p>\$ 1,000,000 per occurrence<br/>\$ 2,000,000 aggregate (applicable separately to this <b>Project</b>)</p> <p>Additional Insureds:<br/>1. City of New York, including its officials and employees, and</p> <p>2. Queens Public Library<br/>3. _____</p>                                                                                                                                                                                                                                                    |
| <p>■ Workers' Compensation              Art. 22.1.2</p> <p>■ Disability Benefits Insurance        Art. 22.1.2</p> <p>■ Employers' Liability                    Art. 22.1.3</p> <p><input type="checkbox"/> Jones Act                                  Art. 22.1.4</p> <p><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act      Art. 22.1.4</p> | <p>Workers' Compensation: Statutory per New York State law without regard to jurisdiction</p> <p>Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction</p> <p>Employers' Liability: \$1,000,000 each accident</p>                                                                                                                                                                                                                                                   |
| <p><input type="checkbox"/> Builders' Risk                              Art 22.1.5</p> <p>■ Installation Floater</p>                                                                                                                                                                                                                                                           | <p>Applicable to Builders' Risk or Installation Floater:<br/>_____ 100 _____ % of total value of <b>Work</b></p> <p>City of New York and the <b>Contractor</b> named as Loss Payee for the <b>Work</b> in order of precedence, as their interests may appear.</p> <p><u>Note:</u> Article 22.1.5 is revised by deleting the following sentence: "Such policy shall name as insureds the City, the Contractor, and its Subcontractors". This deletion applies to Builders' Risk and Installation Floater.</p> |

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART I. 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<br>(per Article 22 in its entirety, including listed paragraph)   | Minimum Limits and Special Conditions                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Comprehensive Business Auto Coverage Art. 22.1.6 | \$ <u>1,000,000</u> per accident<br><br>If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90<br><br>Additional Insured:<br>1. City of New York, including its officials and employees |
| <input type="checkbox"/> Pollution/Environmental Liability Art. 22.1.7               | \$ _____ per occurrence<br><br>\$ _____ aggregate<br><br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____                                                                                                                                                                   |
| <input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.8(a)              | \$ _____ per occurrence<br><br>\$ _____ aggregate<br><br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____                                                                                                                                                                   |

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART I. 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.

|                                                                              |                                                                                                                                                                  |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Ship Repairers Legal Liability      Art. 22.1.8(b)  | \$ _____ each occurrence [Contracting agency to fill in total value of City vessels involved]                                                                    |
| <input type="checkbox"/> Collision Liability/Towers Liability Art. 22.1.8(c) | \$ _____ per occurrence<br>\$ _____ aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |
| <input type="checkbox"/> Marine Pollution Liability      Art. 22.1.8(d)      | \$ _____ each occurrence<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____                      |
| [OTHER]      Art. 22.1.9                                                     |                                                                                                                                                                  |
| <input type="checkbox"/> Railroad Protective Liability      _____            | \$ _____ per occurrence<br>\$ _____ aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART I. 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]</p> <p align="center">Art. 22.1.9</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,<br/>\$2,000,000 aggregate (Combined Single Limit);</p> <p>Additional Insureds:<br/>1. City of New York, including its officials and employees, and</p> <p>2. Queens Public Library<br/>3. _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>[OTHER]</p> <p align="center">Art. 22.1.9</p> <p><input type="checkbox"/> Boiler Insurance</p>                                                                                                                                                                                                                                                                                                          | <p>\$200,000</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>[OTHER]</p> <p align="center">Art. 22.1.9</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 II. Broker's Certification**

[Pursuant to Article 22.3.1(a) of the **Contract**, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

**CERTIFICATION BY BROKER**

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

\_\_\_\_\_  
[Name of broker (typewritten)]

\_\_\_\_\_  
[Address of broker (typewritten)]

\_\_\_\_\_  
[Signature of authorized official or broker]

\_\_\_\_\_  
[Name and title of authorized official (typewritten)]

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
NOTARY PUBLIC

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART III. 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, 4<sup>th</sup> Floor

---

Long Island City, New York 11101

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**SCHEDULE B**

**Guarantees and Warranties**

(Reference: Article 1.22 of the 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: 25 year roof warranty with a no dollar limit.**

| Specification Number | Material or Equipment                      | Warranty Period |
|----------------------|--------------------------------------------|-----------------|
| 07 52 16             | (SBS) Modified Bituminous Membrane Roofing | 25 years (NDL)  |

(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.



**SCHEDULE C**

**Contract Drawings**

**(Reference: Article 1.04(A) of the General Conditions)**

The Schedule set forth below lists all Contract Drawings for the Project.

|          |                                                         |
|----------|---------------------------------------------------------|
| T-1      | Title Page                                              |
| A-100.00 | Douglaston Branch Library Roof Plan, Details and Notes  |
| A-101.00 | North Hills Branch Library Roof Plan, Details and Notes |

**SCHEDULE D**

**Electrical Motor Control Equipment**

**(Reference: Article 1.37, Part K of the General Conditions)**

***NO TEXT***

**SCHEDULE E**

**Separation of Trades**

**(Reference: Article 1.40 of the General Conditions)**

***NO TEXT***



| REPORT DATE   |                                              | FMS ID #PROJECT ID # LQQ122-DL<br>CONTRACT REGISTRATION #<br>PROJECT NAME: Douglaston and North Hills Libraries Roofing Projects |           |        |           | TRADE:<br>SHOP DRAWING LOG SHEET # |            |              |             |       |        | USE SEPARATE SHEET FOR EACH TRADE |       |        |       |       |        |  |  |
|---------------|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-----------|------------------------------------|------------|--------------|-------------|-------|--------|-----------------------------------|-------|--------|-------|-------|--------|--|--|
| 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 |  |  |
| 06 1000       | Framing and Sheathing                        | X                                                                                                                                |           |        | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 06 1100       | Wood Blocking and Curbing                    | X                                                                                                                                |           |        | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 06 1500       | Wood Decking                                 | X                                                                                                                                | X         |        | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 07 0150.19    | Preparation for Re-Roofing                   | X                                                                                                                                |           |        |           |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 07 1600       | Waterproof Coating                           | X                                                                                                                                |           | X      | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 07 5216       | SBS Modified Bituminous Roofing              | X                                                                                                                                |           | X      | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 07 6200       | Flashing and Sheet Metal Trim                | X                                                                                                                                |           | X      | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 07 7100       | Manufactured Roof Specialties                | X                                                                                                                                |           | X      | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 07 7123       | Gutters, Downspouts, Roof Drains and Leaders | X                                                                                                                                |           | X      | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 07 9200       | Joint Sealants                               | X                                                                                                                                |           | X      | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 07 9500       | Expansion Joint Assemblies                   | X                                                                                                                                |           | X      | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |
| 09 9100       | Painting                                     | X                                                                                                                                |           | X      | X         |                                    |            |              |             |       |        |                                   |       |        |       |       |        |  |  |

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**CONTRACT # 1**  
**GENERAL CONSTRUCTION WORK**

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.

1.2 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, result in reducing their capacity to perform as intended, or result in increased maintenance or decreased operational life or safety.
  - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and owner 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.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to DDC.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify DDC promptly.

### 3.4 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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. 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 to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 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.

- I. 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.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. 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.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

- H. 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 at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements"

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300



## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. The Work of this Section shall be in accordance with the Contract Documents. The "General Conditions Governing All Contracts" shall apply to all Work under the Contract. The Work of this Section shall include, but not be limited to, the following:

1. Demolition and removal of selected portions of building or structure.
2. Demolition of roof system as described in drawings.
3. Scrape and clean the fill or deck.
4. Ventilators and duct work including removal and reinstallation.
5. Roof drains as indicated on drawings.
6. Masonry parapets and copings.
7. Cutting and reattachment of designated items.
8. Debris removal.
9. Trimming and protection of plant material at or near roofing.
10. Salvage of existing items to be reused or recycled.

- B. Related Requirements:

1. Section 028213 "Removal of Asbestos Containing Roofing Materials (ACRM)".
2. Section 017300 "Execution" for cutting and patching procedures.

#### 1.2 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: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.3 PREINSTALLATION MEETINGS

- A. Pre-removal Conference: Conduct conference at a time and location as determined by DDC Construction Project Manager.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Pre-removal Photographs or Video: Submit before Work begins.
- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.5 CLOSEOUT SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.

- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Perform work in phases coordinated with the DDC Project Manager and the building operation staff in order to keep building water tight and habitable at all times. Only as much roofing shall be removed during a day as can be covered by new or approved temporary roofing the same day.
  - 2. Remove roofing, insulation, gravel, debris etc. to the level of the existing concrete fill or roof deck. Make repairs to existing fill with like materials where needed (See Sections 024119, 040120). Remove all debris from the site immediately with proper container.
  - 3. Damage or voids created by the removal work in the existing work which is to remain in place, shall be patched to match the existing adjoining surfaces with materials and workmanship as specified in the various sections of these specifications for similar new work or as directed by the "Commissioner".
  - 4. Provide dust-tight chutes and install them at inclines for effective but quietest possible transfer of debris off the building.
  - 5. Maintain safe egress from the building at all times. Should phases of demolition work at times tend to cut off a required exit, provide covered and enclosed passageway to such exit. Keep required exits unencumbered at all times, and artificially lighted. All sidewalk protection, staging, debris chutes, safety lighting shall be in place prior to start of demolition and to the approval of the "Commissioner".

6. Broom-clean areas where demolition work has occurred after debris has been removed and before new construction work begins.
7. 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. Temporarily cover openings to remain.
8. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
9. At the end of each work day, or in the event that work is stopped abruptly, temporary water cut-offs shall be installed at the edges of all drains and in the field of the roof.
10. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
11. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
12. Take the work down carefully to minimize noise, shock and dust. Reduce material to fragments small enough to be man-handled. Lower demolished equipment and large pieces with suitable rigs or equipment. Excessive loads of demolished materials shall not be allowed to remain on the roof.

B. Removal of Masonry:

1. The Contractor has the option in lieu of new masonry to salvage existing masonry for reuse until sufficient quantities have been stored for the work of Section 04 01 20 - Masonry Restoration and Cleaning. The Contractor shall carefully remove existing masonry to prevent damage to brick.
2. Existing spalled and deteriorated masonry shall be carefully removed to prevent damage to existing brick and mortar joints which are to remain. Reuse of spalled or deteriorated masonry shall not be permitted.

C. Title of Materials:

1. The Contractor shall have no right or title to any of the equipment, materials or other items to be removed from the existing building unless and until said equipment, materials and other items have been removed from the premises. The Contractor shall not sell or assign any interest in the said equipment, materials or other items until the said equipment, materials or other items have been removed.
2. There is no guarantee by the City that the value of items or material now existing in the structures to be demolished will be present in the structures when they are demolished.
3. The Contractor shall have no claim against the City because of the absence of such items and materials.

D. Trimming and Protecting Plant Material At or near Roofing:

1. Remove plant materials on or growing out of roofing surface. Use a herbicide if necessary approved by the "Commissioner."

2. Where overhanging plants interfere with roof replacement and related repair work tie back plants if possible to accomplish contract work. When required, trim back overhanging plants to minimum extent necessary to accomplish contract work taking appropriate care for the plant material.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 040120 - MAINTENANCE OF UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Water, Steam, Chemical cleaning of surfaces.
- B. Replacement of masonry units at parapets, bulkheads, and chimneys.
- C. Resetting of masonry coping.
- D. Repointing mortar joints.
- E. Repair of damaged masonry.
- F. Deck repair.
- G. Asphalt removal.

1.2 RELATED SECTIONS

- A. Section 02 41 19 Demolition and Removal
- B. Section 04 05 16 Masonry Grouting
- C. Section 04 20 00 Unit Masonry
- D. Section 07 92 00 Joint Sealants
- E. Section 09 91 00 Painting

1.3 REFERENCES

- A. ACI 530 - Building Code Requirements for Masonry Structures.
- B. ACI 530.1 - Specifications for Masonry Structures.
- C. IMIAC - International Masonry Industry All-Weather Council: Recommended Practices and Guide Specification for Cold Weather Masonry Construction.
- D. IMIAC - International Masonry Industry All-Weather Council: Recommended Practices and Guide Specification for Hot Weather Masonry Construction.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01000-General Conditions.
- B. Shop Drawings: Indicate setting details of copings, details of special masonry shapes and special supports for the work. Detail shoring, bracing and temporary or permanent supports.
- C. Product Data: Provide data on cleaning compounds and cleaning solutions.
- D. Samples: Submit four samples of brick, stone, concrete block and terrace cotta to illustrate color, texture and extremes of color range to match existing.
- E. Samples of pointing:
  - 1. As a preliminary to the pointing work for the entire Project, one sample joint, in an approved location, shall be executed in the manner proposed for the entire Project.
  - 2. The sample joint shall be pointed prior to the start of pointing work.

3. Following the execution of the sample joint and before any pointing work commences, an inspection will be made by the Commissioner's Field Representative to determine that the pointing has been executed satisfactorily for color, adhesion and workmanship. If it is determined that the mortar shall be removed, the joint shall be cleaned, and mortar reapplied, all at no additional cost to the City. Following the approval of the sample joint, all other pointing shall be executed in a similar manner maintaining consistency and shall be subject to approval.

- F. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

#### 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 530 and ACI 530.1.
- B. Maintain one copy of each document on site.
- C. Masonry work shall be performed by a qualified firm using experienced workmen. The Contractor shall demonstrate to the Commissioner's satisfaction that the firm maintains an organization with the necessary technical knowledge, experience and facilities to perform the required work properly and within the required time.

#### 1.6 PRE-INSTALLATION CONFERENCE

- A. Convene one week prior to commencing work of this section, under provisions of Section 01000 – General Conditions.
- B. Require attendance of parties directly affecting work of this section.
- C. Review conditions of installation, installation procedures, and coordination with related work.

#### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of Section 01000-General Conditions.
- B. Deliver masonry or stone neatly stacked and tied on pallets. Store clear of ground with adequate waterproof covering.
- C. Store restoration cleaner materials in manufacturer's packaging.
- D. Store materials under cover in a dry place and in a manner to prevent damage or intrusion of foreign matter. Store masonry under covers that will permit circulation of air and prevent excessive moisture or absorption. Store cement, lime and air-setting mortars in water-tight sheds with elevated floors. Protect reinforcement from the elements; immediately before placing, reinforcement shall be free from loose rust or other foreign coatings that will destroy or reduce the bond. Concrete masonry units shall be protected against wetting prior to use.

#### 1.8 PROTECTION

- A. Protect elements surrounding the work of this section from damage or disfiguration.



- B. Immediately remove stains, efflorescence, or other excess resulting from the work of this section.
- C. Protect roof membrane and flashings from damage. Lay 1/2 inch (13 mm) plywood on roof surfaces over full extent of work area and traffic route.

#### 1.9 ENVIRONMENTAL REQUIREMENTS

- A. Do not install masonry when the temperature of the outside air is below forty (40) degrees Fahrenheit unless suitable means as approved by the "Commissioner" are provided to heat materials. Protect work from cold and frost and insure that mortar will harden without freezing. No anti-freeze ingredient shall be used in the mortar without "Commissioner's" approval.
- B. Keep tops of wall and parapets covered with non-staining waterproof coverings when work is resumed, top surface of work shall first be cleaned of all loose mortar.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS OF MASONRY UNITS

- A. Masonry Units- Subject to compliance with requirements. Manufacturers offering products which may be incorporated into the work include but are not limited to the following:
  - 1. Concrete Masonry Units:
    - a. Solite.
    - b. Grace Construction Products Division.
    - c. Anchor Concrete Products
    - d. Approved equal.
  - 2. Brick Masonry Units:
    - a. Belden Brick Co.
    - b. Endicott Clay Products Corp.
    - c. Glen-Gery Corp.
    - d. Approved equal.
  - 3. Cast Stone Coping Units:
    - a. W. N. Russell, Inc.
    - b. Approved equal.
  - 4. Stone Coping Units:
    - a. Pasvalco Inc.
    - b. A. Ottavino Corp.
    - c. General Stone Industries Inc.
    - d. Approved equal.

#### 2.2 CLEANING MATERIAL

- A. Provide "Sure Klean 101 Lime Solvent" as manufactured by ProSoCo, "Vanitrol" or an equal as approved by the Commissioner for cleaning brick masonry.
- B. Provide "Sure Klean 766" Masonry Pre-Wash After-Wash Limestone restorer as manufactured by ProSoCo, or approved equal for cleaning limestone.

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- C. Provide "Sure Klean Regular Rehabilitation Cleaner for Graffiti" on brick or stone, "Sure Klean 889 Paint Stripper", "Sure Klean Ink and Shadow Remover", "All-Pro Marine Paint Remover", or poultice with paint stripper as manufactured by ProSoCo, or approved equal.
- D. Solvent Paste for Asphalt Removal-
  - 1. For the purpose of establishing a level of quality, the specification shall refer to products manufactured by Dumond Chemical, Inc. for the removal of tar on the parapet wall. Products of another manufacturer may be furnished if approved as equal by the Commissioner.
  - 2. For equal products the contractor will be responsible for finding the system that is most comparable to the one specified.
  - 3. The entire tar removal shall conform to Dumond Chemicals Inc. specification for Peel Away II (Solvent Paste) and laminated cloth.

2.3 MORTAR MATERIALS

- A. Conform to requirements of Section 04 05 16 – Mortar and Masonry Grouting.

2.4 MASONRY MATERIALS

- A. Conform to the requirements of Section 04 20 00 - Unit Masonry.
- B. Patching Mortar for Stone: Provide pre-packaged mix composed of white and gray cement combined with lime and selected aggregates to color match existing stone.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces to be cleaned and restored are ready for work of this section.

3.2 PREPARATION

- A. Close off, seal, mask and board up areas, landscaping, materials, and surfaces not receiving work of this section to protect from damage.
- B. Construct dust proof and weatherproof partitions to close off occupied areas.

3.3 REBUILDING

- A. Cut out damaged and deteriorated masonry and /or stone with care in a manner to prevent damage to any adjacent remaining materials.
- B. Needle, Shore, and/or Support structure as necessary in advance of cutting out units.
- C. Cut away loose or unsound adjoining masonry mortar and stone as directed to provide firm and solid bearing for new work.

- D. Build in new, reclaimed, masonry and/or stone units following procedures for new work specified in Sections 040516 and 042000.
- E. Mortar Mix: Colored and proportioned to match existing work. As specified in Section 040516.
- F. Ensure that anchors, ties, reinforcing, stone cramps and dowels and flashings are correctly located and built in.
- G. Install built in masonry stone work to match and align with existing, with joints and coursing true and level, faces plumb and in line. Build in all openings, accessories and fittings.

#### 3.4 REPOINTING

- A. Cut out loose or disintegrated mortar in joints to minimum 1/2 inch (6 mm) depth or until sound mortar is reached.
- B. Utilize hand tools and/or power tools only after test cuts determine no damage to masonry units will result.
- C. Do not damage masonry units.
- D. When cutting is complete, remove dust and loose material by brushing and/or with water jet
- E. Pre-moisten joint and apply mortar specified in Section 040516. Pack tightly in maximum 1/4 inch (6 mm) layers. Form a smooth, compact concave raked flush joint to match existing.
- F. Moist cure for 72 hours.

#### 3.5 CLEANING EXISTING MASONRY

- A. Cleaning Detergent: Brush clean type masonry surfaces at indicated locations with type detergent in accordance with the manufacturer's instructions. Saturate masonry with clean water and flush loose mortar and dirt.
- B. High Pressure Cold Water: Cold water blast with no more than 300psi (2062 KPa) pressure to masonry surfaces, at locations indicated, providing uniform finish. Use a nozzle tip fifteen (15) to twenty (20) degrees wide.

#### 3.6 CLEANING NEW MASONRY

- A. Verify mortar is fully set and cured.
- B. Clean surfaces and remove large particles with wood scrapers, brass or nylon wire brushes.
- C. Scrub walls with detergent solution using stiff brush. Thoroughly rinse and wash off cleaning solution, dirt and mortar crumbs using clean, pressurized water.
- D. Protect area below cleaning operation and keep masonry soaked with water and flushed free of acid and dissolved mortar continuously for duration of cleaning.
- E. Before solution dries, rinse and remove acid solution and dissolved mortar, using clean, pressurized water.

3.7 RESTORATION CLEANING

- A. Clean surfaces and remove large particles with wood scrapers or non-ferrous wire brush.
- B. Brush coat masonry with restoration cleaner, mixed into solution in accordance with manufacturer's instructions identical to that required for sample area.
- C. Provide a second application if required by preliminary test of sample area.
- D. Allow sufficient time for solution to remain on masonry and agitate with soft fiber brush or sponge.
- E. Rinse from the bottom up with potable water applied at 300 psi (2062KPa) and a rate of 4 gal/min (16 L/min).

3.8 CLEANING

- A. As work proceeds and on completion, remove excess mortar, smears, droppings.
- B. Clean surrounding surfaces.

3.9 ASPHALT REMOVAL

- A. Peel-Away II shall be brushed, troweled or sprayed on the asphalt covered surface of the parapets walls, copings and bulkheads.
- B. Approximate thickness of material should be a minimum of 3/16" and a maximum 1/4".
- C. Application of the Peel-Away Paper shall be simultaneous with the application of the fibrous laminated cloth and left until the coatings are ready to be removed.
- D. Cover the Peel-Away within two minutes on high temperature days and lap all joints of paper to avoid any evaporation of the material.
- E. Once a proper time frame for removal is ascertained, peel the paper back and remove the coating by the use of a long scraper or spackle blade, dependent on the size of the area being removed.
- F. The Contractor shall immediately brush-wash with soap and water and hose down those areas from which asphalt was removed by scraping so as to loosen any removed and residual emulsified tar.
- G. While most of the tar coating will come off clean in one application, there may be some areas where the Contractor may need a second application or some scraping.
- H. Once all of the coating material is stripped from the masonry, the Contractor shall wash down the surface with a mixed solution of ten (10) parts water and one (1) part acetic acid. This process will clean any existing residue.
- I. Areas which have a flashing material may require more application time than areas with just tar.

END OF SECTION 040120

SECTION 040516 - MORTAR & MASONRY GROUT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Mortar and grout for masonry.

1.2 RELATED SECTIONS

- A. Section 01000 General Conditions: Testing laboratory services.
- B. Section 042000 Unit Masonry: Installation of mortar and grout.

1.3 REFERENCES

- A. ACI 530 Building Code Requirements for Masonry Structures.
- B. ACI 530.1 Specifications For Masonry Structures.
- C. ASTM C5 Quicklime for Structural Purposes.
- D. ASTM C91 Masonry Cement.
- E. ASTM C94 Ready-Mixed Concrete.
- F. ASTM C144 Aggregate for Masonry Mortar.
- G. ASTM C150 Portland Cement.
- H. ASTM C199 Test Method for Pier Test for Refractory Mortar.
- I. ASTM C207 Hydrated Lime for Masonry Purposes.
- J. ASTM C270 Mortar for Unit Masonry.
- K. ASTM C387 Packaged, Dry, Combined Materials, for Mortar and Concrete.
- L. ASTM C404 Aggregates for Masonry Grout.
- M. ASTM C476 Grout for Masonry.
- N. ASTM C595 Blended Hydraulic Cement.
- O. ASTM C780 Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- P. ASTM C1019 Method of Sampling and Testing Grout.
- Q. ASTM C1072 Method for Measurement of Masonry Flexural Bond Strength.
- R. ASTM C1142 Ready-Mixed Mortar for Unit Masonry.
- S. ASTM E447 Test Methods for Compressive Strength of Masonry Prisms.
- T. ASTM E518 Test Method for Flexural Bond Strength of Masonry.
- U. IMIAC (International Masonry Industry All-Weather Council) Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.
- V. IMIAC (International Masonry Industry All-Weather Council) Recommended Practices and Guide Specifications for Hot Weather Masonry Construction.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01000 – General Conditions.

- B. Include design mix, indicate whether the Proportion or Property specification of ASTM C270 is to be used, required environmental conditions, and admixture limitations.
- C. Samples: Submit three samples of mortar, illustrating mortar color and color range. Reports: Submit reports on mortar indicating conformance of mortar to property requirements of ASTM C270 and test and evaluation reports to ASTM C780.
- D. Reports: Submit test and evaluation reports to ASTM C1019.
- E. Manufacturer's Certificate: Certify that products meet specified requirements.
- F. Submit premix mortar manufacturer's installation instructions under provisions of Section 01000-General Conditions,

#### 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 530 and ACI 530.1.
- B. Maintain one copy of each document on site.
- C. Qualifications of Masonry Contractor:
  - 1. Masonry work shall be performed by a qualified firm using experienced workmen. The Contractor shall demonstrate to the Commissioner's satisfaction that the firm maintains an organization with the necessary technical knowledge, experience, and facilities to perform the required work properly and within the required time

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of Section 01000 General Conditions.
- B. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

#### 1.7 ENVIRONMENTAL REQUIREMENTS

- A. Cold Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F (32 degrees C) prior to, during, and 48 hours after completion of masonry work.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to the following:
  - 1. Riverton Corporation, Product; Flamingo.

2. Solomon Gring-Chem. Service Inc.
3. Rockwood Industries Inc.; Davids Colors.

## 2.2 MATERIALS

- A. Portland Cement: ASTM C150, Type I natural color or white color.
- B. Mortar Aggregate: ASTM C144, standard masonry type.
- C. Hydrated Lime: ASTM C207, Type S.
- D. Grout Course Aggregate: ASTM C404.
- E. Water: Clean and potable.

## 2.3 MORTAR COLOR

- A. Mortar Color: Mineral Oxide pigment, color as selected by the Commissioner.

## 2.4 MORTAR MIXES

- A. Mortar For Load Bearing Walls and Partitions: ASTM C270, Type using the Property specification.
- B. Pointing Mortar: ASTM C270, Type N using the Property specification.
- C. Mortar for firebrick masonry.

## 2.5 MORTAR MIXING

- A. Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Add mortar color in accordance with manufacturer's instructions. Provide uniformity of mix and coloration.
- D. Do not use anti-freeze compounds to lower the freezing point of mortar.
- E. If water is lost by evaporation, re-temper only within two hours of mixing.
- F. Use mortar within two hours after mixing at temperatures of 90 degrees F (32 degrees C), or two-and-one-half hours at temperatures under 50degrees F (10degrees C).

## 2.6 GROUT MIXES

- A. Lintels: 3,000 psi (21 MPa) strength at 28 days; 8-10 inches (200-250 mm) slump; premixed type in accordance with ASTM C94. mixed in accordance with ASTM C476 Fine grout.

## 2.7 GROUT MIXING

- A. Thoroughly mix grout ingredients in quantities needed for immediate use in accordance with ASTM C476 Fine grout.

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- B. Add admixtures in accordance with manufacturer's instructions; mix uniformly.
- C. Do not use anti-freeze compounds to lower the freezing point of grout.

2.8 MIX TESTS

- A. Test mortar and grout in accordance with Section 01000.
- B. Testing of Mortar Mix: In accordance with ASTM C270.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Request inspection of spaces to be grouted.

3.2 INSTALLATION

- A. Install mortar in accordance with ASTM C270.
- B. Install grout in accordance with ASTM C476
- C. Work grout into masonry cores and cavities to eliminate voids.
- D. Do not install grout in lifts greater than 16 inches (400 mm)] two CMU courses without consolidating grout by rodding.
- E. Do not displace reinforcement while placing grout.
- F. Remove excess mortar from grout spaces.

3.3 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01000.
- B. Test and evaluate mortar in accordance with ASTM C780.
- C. Test and evaluate grout in accordance with ASTM C1019.
- D. Test mortar and masonry units to ASTM C1072 and E518; test in conjunction with masonry unit sections specified.

END OF SECTION 040516



SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Concrete masonry, Brick, Clay flue units, terra cotta, stone, and cast stone copings.
- B. Reinforcement, anchorage, and accessories.

1.2 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

- A. Section 05 50 00 Metal Fabrications: Placement of loose steel lintels, and fabricated steel items.
- B. Section 07 62 00 Sheet Metal Flashing and Trim: Placement of reglets for flashings.

1.3 RELATED SECTIONS

- A. Section 01000 General Conditions: Testing laboratory services.
- B. Section 071600 Waterproof Coating
- C. Section 040516 Mortar and Masonry Grouting
- D. Section 040120 Maintenance of Unit Masonry
- E. Section 055000 Metal Fabrications
- F. Section 076200 Sheet Metal Flashing and Trim, flashings over masonry work and placement of reglets for flashings
- G. Section 079200 Joint Sealants: Rod and sealant at control and expansion joints

1.4 REFERENCES

- A. ACI 530 Building Code Requirements for Masonry Structures.
- B. ACI 530.1 Specifications For Masonry Structures.
- C. ASTM A82 Cold-Drawn Steel Wire for Concrete Reinforcement.
- D. ASTM A123 Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.
- E. ASTM A167 Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
- F. ASTM A525 Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process.
- G. ASTM A580 Stainless and Heat-Resisting Steel Wire.
- H. ASTM A615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- I. ASTM A641 Zinc-Coated (Galvanized) Carbon Steel Wire.
- J. ASTM B370 Copper Sheet and Strip for Building Construction.
- K. ASTM C 55 Concrete Building Brick.
- L. ASTM C62 Building Brick (Solid Masonry Units Made From Clay or Shale).
- M. ASTM C129 Non-Load Bearing Concrete Masonry Units.
- N. ASTM C216 Facing Brick (Solid Masonry Units Made From Clay or Shale).
- O. ASTM C315 Clay Flue Linings.
- P. IMIAC International Masonry Industry All-Weather Council: Recommended Practices and Guide Specification for Cold Weather Masonry Construction.
- Q. UL Fire Resistance Directory.

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- R. ASTM C-387 Packages, Dry, Combined Materials for Mortar and Concrete.
- S. ASTM C-568 Limestone Building Stone.
- T. ASTM C-615 Granite Building Stone.
- U. ASTM C-616 Sandstone Building Stone
- V. ILI (Indiana Limestone Institute of America, Inc.)
- W. IMAC (International Masonry All Weather Council-Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01000 – General Conditions.
- B. Product Data: Provide data for masonry units and fabricated wire reinforcement
- C. Samples: Submit two samples of face brick, and concrete block masonry units to illustrate color, texture and extremes of color range.
- D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 530 and ACI 530.1.
- B. Maintain one copy of each document on site.
- C. Masonry work shall be performed by a qualified firm using experienced workmen. The Contractor shall demonstrate to the Commissioner's satisfaction that the firm maintains an organization with the necessary technical knowledge, experience, and facilities to perform the required work properly and within the required time.

1.7 PRE-INSTALLATION CONFERENCE

- A. Convene one week prior to commencing work of this section, under provisions of Section 01000.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01000.
- B. Accept units on site; Inspect for damage.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Cold Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F (32 degrees C) prior to, during, and 48 hours after completion of masonry work.
- C. Hot Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Hot Weather Masonry Construction.

1.10 COORDINATION

- A. Coordinate work under provisions of Section 01000.
- B. Coordinate the masonry work with installation of copings and reglets.

PART 2 - PRODUCTS

2.1 MANUFACTURERS - CONCRETE MASONRY UNITS

- A. Subject to compliance with requirements. Manufacturers offering products which may be incorporated into the work include but are not limited to the following:
  - 1. Solite.
  - 2. Grace Construction Products Division.
  - 3. Anchor Concrete Products.
  - 4. Approved equal.

2.2 CONCRETE MASONRY UNITS

- A. Hollow Non-Load Bearing Block Units (CMU): ASTM C129, Type I - Moisture Controlled II - Non-moisture Controlled; normal weight
- B. Size and Shape: To match existing conditions.

2.3 MANUFACTURERS - BRICK UNITS

- A. Subject to compliance with requirements. Manufacturers offering products which may be incorporated into the work include but are not limited to the following:
  - 1. Belden Brick Co.
  - 2. Endicott Clay Products Corp.
  - 3. Glen-Gery Corp.
  - 4. Approved equal.

2.4 BRICK UNITS

- A. Common Brick: ASTM C216, Type FBS, Grade SW to closely match existing face and/or back up brick.
- B. Fire Brick: ASTM C27 Class Super-duty, Regular, Spall Resistant, Slag Resistant Type.
- C. Size and Shape: To match existing brick.
- D. Special Brick Shape: To match existing brick.

2.5 MANUFACTURERS - CLAY TILE AND TERRA COTTA UNITS

- A. Subject to compliance with requirements. Manufacturers offering products which may be incorporated into the work may include but are not limited to the following;
  - 1. Belden Brick Co.
  - 2. Endicott Clay Products Co.
  - 3. Gladding McBean Div., Pacific Coast Building Products
  - 4. Approved equal.

2.6 CLAY TILE AND TERRA COTTA COPING UNITS

- A. Clay Non-load Bearing Tile and Terra Cotta Coping Units :ASTM C56, Grade NB, colors, textures and patterns to match existing conditions.
- B. Terra Cotta Units: Size and shape to match existing coping units.
- C. Clay Flue Lining: ASTM C315, modular, round, oval, shapes to match existing clay flue lining.

2.7 MANUFACTURER'S- CAST STONE UNITS

- A. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to the following:
  - 1. Russel and Company

2.8 CAST STONE COPING UNITS

- A. Formwork:
  - 1. Provide forms of acceptable material that is non-reactive with concrete and will produce required finish surfaces.
  - 2. Accurately construct forms to produce cast stone units of shapes, lines and dimensions indicated, within specified fabrication tolerance.
- B. Reinforcing Materials:
  - 1. Reinforcing Bars: ASTM A 615, Grade 60, deformed, to comply with ASTM A775.
  - 2. Supports for Reinforcement: Provide supports for spacing, supporting and fastening reinforcing.
- C. Cast Stone Materials:
  - 1. Portland Cement: ASTM C 150, Type 1. Use only one brand, type and source of cement throughout the project.

2.9 MANUFACTURERS- STONE COPING UNITS

- A. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to the following:
  - 1. Pasvalco, Inc.
  - 2. Ottavino Corp.

3. General Stone Industries Inc.
4. Approved equal.

#### 2.10 STONE COPING UNITS

- A. Limestone
  1. Limestone: ASTM C-568 Classification and Density to match existing.
  2. Grade, color, and surface finish to match existing.
- B. Granite:
  1. Granite: ASTM C-615
  2. Grade, color, and surface finish to match existing.
- C. Sandstone:
  1. Sandstone: ASTM C-616
  2. Classification and color to match existing.

#### 2.11 STONE ANCHORS

- A. Stone Anchors: to match existing in size and type. Fabricate anchors and dowels from AISI Type 302/304 Stainless Steel.

#### 2.12 REINFORCEMENT AND ANCHORAGE

- A. Single Wythe Joint Reinforcement: Truss type; steel wire, hot dip galvanized to ASTM A641 Class 3 after fabrication, 3/16 inch, 4.8 mm side rods with cross ties.
- B. Multiple Wythe Joint Reinforcement: Truss type; without moisture drip; adjustable type, steel wire, hot dip galvanized to ASTM A641 Class 3 after fabrication.
- C. Reinforcing Steel: To match size and type of existing reinforcement.
- D. Reinforcement to be galvanized.
- E. Strap Anchors: Bent steel shape, hot dip galvanized to ASTM A123. Equal to #359F with VWT as manufactured by Hohmann and Barnard Inc.
- F. Wall Ties: Corrugated formed sheet metal, size as appropriate, equal to #345 (for anchorage to existing walls) and #344 (for intersecting walls) by Hohmann and Barnard Inc.

#### 2.13 MORTAR AND GROUT

- A. Mortar and Grout: As specified in Section 04 05 16 - Masonry Grouting.

#### 2.14 FLASHINGS

- A. Copper Fabric Flashing : 3oz./sq.ft. ( 915 g./sq.m., sheet copper bonded to fiber reinforced asphalt glass fabric, manufactured by York Manufacturing Inc. or approved equal.

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- B. Lap Sealant: Type conforming to manufacturer's requirements.
- C. Installation of End Dams
- D. Through wall Flashing
- E. Window Jamb Cavities to be sealed off.

2.15 ACCESSORIES

- A. Preformed Control Joints: Neoprene material. Provide with corner and tee accessories, cement fused joints.
- B. Joint Filler: Closed cell polyurethane rubber oversized 50 percent to joint width; self-expanding; sized to suit conditions.
- C. Building Paper: No.15 asphalt saturated felt.
- D. Nailing Strips: Softwood, preservative treated for moisture resistance, dovetail shape, sized to masonry joints.
- E. Weeps: Preformed plastic tubes, hollow.
- F. Chimney Cap: As required to closely match existing conditions.
- G. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.16 LINTELS

- A. As required to closely match existing conditions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Verify items provided by other sections of work are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.2 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied to other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

### 3.3 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
  - 1. Bond: To match existing conditions.
  - 2. Coursing: To match existing conditions.
  - 3. Mortar Joints: To match existing conditions.
- D. Brick Units:
  - 1. Bond: To match existing conditions.
  - 2. Coursing: To match existing conditions.
- E. Clay Tile Coping Units:
  - 1. Bond: To match existing units.
  - 2. Coursing: To match existing units.
  - 3. Mortar Joints: To match existing units.

### 3.4 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints are not permitted.
- D. Remove excess mortar as work progresses.
- E. Interlock intersections and external corners.
- F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- G. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- H. Cut mortar joints flush where wall tile is scheduled, cement parging is required.
- I. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
- J. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.
- K. Lay clay tile flue linings vertical, bedded in concrete block, clay tile units. Extend above chimney to match existing conditions. Trowel mortar smooth over chimney cladding and slope for positive drainage.
- L. Place precast chimney cap atop chimney masonry; mortar into place; seal to protruding flue, if required to match existing conditions.

3.5 WEEPS

- A. Install weeps in veneer to match existing locations where masonry is being replaced.

3.6 CAVITY WALL

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weeps.
- B. Build inner wythe ahead of outer wythe to receive cavity insulation and air/vapor barrier adhesive.
- C. No mortar to bridge from the cavity from the brick to the block wall.
- D. 10" Mortar Net to be installed in the cavity, this needs to be 4" lower than the height of the through wall flashing.

3.7 REINFORCEMENT AND ANCHORAGE - SINGLE WYTHER MASONRY

- A. Install horizontal joint reinforcement 16 inches oc.
- B. Place masonry joint reinforcement in first horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place joint reinforcement continuous in first joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Reinforce joint corners and intersections with strap anchors 16 inches oc.

3.8 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

- A. Install horizontal joint reinforcement 16 inches (400 mm) oc
- B. Place masonry joint reinforcement in first horizontal joints above and below openings. Extend minimum 16 inches (400 mm) each side of opening.
- C. Place joint reinforcement continuous in first joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches (150 mm).
- E. Embed wall ties in masonry back-up to bond veneer for every 2-2/3 sq. ft. (0.25 sq. m). Place at maximum 3 inches (75 mm) oc each way around perimeter of openings, within 12 inches (300 mm) of openings.
- F. Reinforce joint corners and intersections with strap anchors 16 inches (400 mm) oc.

3.9 REINFORCEMENT AND ANCHORAGES - CAVITY WALL MASONRY

- A. Install horizontal joint reinforcement 16 inches (400 mm) oc.
- B. Place masonry joint reinforcement in first horizontal joints above and below openings.
- C. Extend minimum 16 inches (400 mm) each side of opening.
- D. Place joint reinforcement continuous in first joint below top of walls.



- E. Lap joint reinforcement ends minimum 6 inches (150 mm)
- F. Attach to structural steel members. Embed anchorages in every second block, sixth brick joint.
- G. Reinforce joint corners and intersections with strap anchors 16 inches (400 mm) oc.

### 3.10 REINFORCEMENT AND ANCHORAGES - MULTIPLE WYTHE UNIT MASONRY

- A. Install horizontal joint reinforcement 16 inches (400 mm) oc.
- B. Place masonry joint reinforcement in first horizontal joints above and below openings. Extend minimum 16 inches (400 mm) each side of opening.
- C. Lap joint reinforcement ends minimum 6 inches (150 mm).
- D. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch (13 mm) of dimensioned position.
- E. Embed anchors attached to structural steel members. Embed anchorages in every second block, sixth brick joint
- F. Reinforce joint corners and intersections with strap anchors 16 inches (400 mm) oc.

### 3.11 MASONRY FLASHINGS

- A. Extend flashings horizontally above ledge or shelf angles and lintels, and under parapet caps.
- B. Turn flashing up minimum 8 inches (200 mm) and bed into mortar joint of masonry.
- C. Lap end joints minimum 6 inches (150 mm) and seal watertight.
- D. Turn flashing, fold, and seal at corners, bends, and interruptions.
- E. Install end dams at all interruptions.

### 3.12 LINTELS

- A. Install loose steel, and/or precast concrete lintels over openings.
- B. Install reinforced unit masonry lintels over openings where steel or precast concrete lintels are not scheduled.
- C. Openings Up To 42 inches (1 070 mm) Wide: Place two, No. 3 (M9) reinforcing bars, 1 inch (25 mm) from bottom web.
- D. Openings From 42 inches (1 070 mm) Up To 78 inches (1 980 mm) Wide: Place two, No. 5, M16, reinforcing bars, 1 inch (25 mm) from bottom web.
- E. Openings Over 78 inches (1 980 mm): Reinforce openings to match existing detail.
- F. Do not splice reinforcing bars.
- G. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch (13 mm) of dimensioned position.
- H. Place and consolidate grout fill without displacing reinforcing.

- I. Allow masonry lintels to attain specified strength before removing temporary supports.
- J. Maintain minimum 6 inch ( 152.4 mm) bearing on each side of opening.

### 3.13 GROUTED COMPONENTS

- A. Reinforce bond beam with 2, No.3 bars, 1 inch (25 mm) from bottom web.
- B. Lap splices minimum 24 bar diameters.
- C. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch (13 mm) of dimensioned position.
- D. Place and consolidate grout fill without displacing reinforcing.
- E. Grout spaces less than 2 inches (50 mm) in width with fine grout using low lift grouting techniques. Grout spaces 2 inches (50 mm) or greater in width with course grout using high or low lift grouting techniques.
- F. When grouting is stopped for more than one hour, terminate grout 1-1/2 inch (38 mm) below top of upper masonry unit to form a positive key for subsequent grout placement. Low Lift Grouting: Place first lift of grout to a height of 16 inches (400 mm) to three CMU courses and rod for grout consolidation. Place subsequent lifts in 8 inch (200 mm) increments and rod for grout consolidation.
- G. High Lift Grouting:
  - 1. Provide cleanout opening no less than 4 inches (100 mm) high at the bottom of each cell to be grouted by cutting one face shell of masonry unit.
  - 2. In double wythe walls, omit every second masonry unit in one of the wythes for clean out and cell inspection purposes.
  - 3. In double wythe walls, construct vertical grout barriers or dams between the masonry wythes, with masonry units every 30 feet (10 m) maximum.
  - 4. Clean out masonry cells and cavities with high pressure water spray. Permit complete water drainage.
  - 5. Request inspection of the cells and cavities. Allow 3 days advance notice of inspection.
  - 6. After cleaning and cell inspection, seal openings with masonry units.
  - 7. Pump grout into spaces. Maintain water content in grout to intended slump without aggregate segregation.
  - 8. Limit grout lift to 60 inches (1 500 mm) and rod for grout consolidation. Wait 30 to 60 minutes before placing next lift.

### 3.14 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control and expansion joints.
- B. Form control joint with a sheet building paper bond breaker fitted to one side of the hollow contour end of the block unit. Fill the resultant core with grout fill. Rake joint at exposed unit faces for placement of backer rod and sealant.

3.15 TOLERANCES

- A. Maximum Variation From Unit to Adjacent Unit: 1/32] inch (1.5 mm).
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft (6 mm/3 m) and 1/2 inch in 20 ft (13 mm/6 m) or more.
- C. Maximum Variation from Plumb: 1/4 inch (6 mm) per story non-cumulative; 1/2 inch (13 mm) in two stories or more.
- D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft (3 mm/m) and 1/4 inch in 10 ft (6 mm/3 m); 1/2 inch in 30 ft (13 mm/9 m).
- E. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft (3 mm/m).
- F. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch (6 mm).

3.16 CUTTING AND FITTING

- A. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.17 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01000-General Conditions.
- B. Inspect and test all masonry work.
- C. Inspect and test parging work.
- D. Perform hose tests of each cavity wall to ensure that it weeps out properly.

3.18 CLEANING

- A. Clean work under provisions of 01000- General Conditions.
- B. Remove excess mortar and mortar smears as work progresses.
- C. Replace defective mortar. Match adjacent work.
- D. Clean soiled surfaces with cleaning solution.
- E. Use non-metallic tools in cleaning operations.

3.19 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01000- General Conditions.
- B. Without damaging completed work, provide protective boards at exposed external corners which may be damaged by construction activities.

END OF SECTION 042000

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## SECTION 055000 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Miscellaneous steel framing and supports.
  2. Shelf angles.
  3. Miscellaneous steel trim.
  4. Downspout guards.
  5. Loose steel lintels.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
1. Paint products.
  2. Grout.
- B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- C. Samples for Verification: For each type and finish.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

#### 2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.

- D. Steel Tubing: ASTM A 500/A 500M, cold-formed steel tubing.
- E. Steel Pipe: ASTM A 53/A 53M, Standard Weight (Schedule 40) unless otherwise indicated.
- F. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.
- G. Aluminum Extrusions: ASTM B 221 Alloy 6063-T6.
- H. Aluminum-Alloy Rolled Tread Plate: ASTM B 632/B 632M, Alloy 6061-T6.
- I. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
  - 1. Provide stainless-steel fasteners for fastening aluminum.
  - 2. Provide stainless-steel fasteners for fastening stainless steel.
  - 3. Provide stainless-steel fasteners for fastening nickel silver.
  - 4. Provide bronze fasteners for fastening bronze.
- J. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.
  - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

### 2.3 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with Section 099100 - Painting.
- B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- C. Water-Based Primer: Emulsion type, anticorrosive primer for mildly corrosive environments that is resistant to flash rusting when applied to cleaned steel, complying with MPI#107 and compatible with topcoat.
- D. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- E. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

- G. Non-shrink, Nonmetallic Grout: Factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

#### 2.4 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.
- C. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended.
- D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.
- E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors not less than 8 inches from ends and corners of units and 24 inches o.c.

#### 2.5 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

#### 2.6 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.

- C. Galvanize exterior miscellaneous steel trim.
- D. Prime exterior miscellaneous steel trim with zinc-rich primer.

#### 2.7 DOWNSPOUT GUARDS

- A. Fabricate downspout guards from 3/8-inch- thick by 12-inch- wide steel plate, bent to fit flat against the wall or column at both ends and to fit around pipe with 2-inch clearance between pipe and pipe guard. Drill each end for two 3/4-inch anchor bolts.
- B. Galvanize downspout guards.
- C. Prime downspout guards with zinc-rich primer.

#### 2.8 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Galvanize loose steel lintels located in exterior walls.
- C. Prime loose steel lintels located in exterior walls with zinc-rich primer.

#### 2.9 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

#### 2.10 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.

#### 2.11 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
- B. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
- C. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:
  - 1. Exterior Items: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 2. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."



- D. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

#### 3.2 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055000

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SECTION 061000 - FRAMING AND SHEATHING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Structural roof framing.
- B. Roof sheathing.
- C. Preservative treatment of wood.
- D. Fire retardant treatment of wood.
- E. Miscellaneous framing and sheathing.

1.2 RELATED SECTIONS

- A. Section 05 50 00 - Metal Fabrications: Setting anchors in masonry.

1.3 REFERENCES

- A. AHA (American Hardboard Association) A135.4 - Basic Hardboard.
- B. ALSC (American Lumber Standards Committee) - Softwood Lumber Standards.
- C. ANSI A208.1 - Mat-Formed Wood Particleboard.
- D. APA (American Plywood Association).
- E. AWWA (American Wood Preservers Association) C1 - All Timber Products - Preservative Treatment by Pressure Process.
- F. AWWA (American Wood Preservers Association) C20 - Structural Lumber Fire Retardant Treatment by Pressure Process.
- G. NFPA (National Forest Products Association).
- H. RIS (Redwood Inspection Service).
- I. SPIB (Southern Pine Inspection Bureau).
- J. WCLIB (West Coast Lumber Inspection Bureau).
- K. WWPA (Western Wood Products Association).

1.4 SUBMITTALS FOR REVIEW

- A. Section 01000 - General Conditions: Procedures for submittals.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.

1.5 SUBMITTALS FOR INFORMATION

- A. Section 01000 - General Conditions: Procedures for submittals.
- B. Manufacturer's Certificate: Certify that Products conform to specified requirements.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
  - 1. Lumber Grading Agency: Certified by ALSC.
  - 2. Plywood Grading Agency: Certified by APA.
- B. In lieu of grade stamping exposed to view lumber and plywood, submit manufacturer's certificate certifying that products meet or exceed specified requirements.

1.7 DELIVERY, STORAGE AND PROTECTION

- A. Section 01000 - General Conditions: Transport, handle, store, and protect products.

PART 2 - PRODUCTS

2.1 LUMBER MATERIALS

- A. Lumber Grading Rules: ALSC.
- B. Structural Lumber: to be S4S, Douglas Fir.
- C. Miscellaneous Framing: Stress Group D 19 percent maximum moisture content, pressure preservative treat.

2.2 SHEATHING MATERIALS

- A. Plywood Roof Sheathing: APA Rated Sheathing Structural I, Exposure Durability 1 sanded.

2.3 UNDERLAYMENT MATERIALS

- A. Plywood Underlayment: APA Rated Sheathing Structural I, Exposure Durability 1 sanded.

2.4 SHEATHING AND UNDERLAYMENT LOCATION

- A. Sloped Roof Sheathing: to match dimensions of existing sheathing.
- B. Flat Roof Sheathing: to match dimensions of existing sheathing.

2.5 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Fasteners: Hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
- B. Die Stamped Connectors: Hot dipped galvanized steel.

- C. Building Paper: No. 15 asphalt felt.

## 2.6 FACTORY WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): AWWPA Treatment C1 using water borne preservative with 0.25 percent retainage.
- B. Wood Preservative (Surface Application): Clear type.

## PART 3 - EXECUTION

### 3.1 FRAMING

- A. Set structural members level and plumb, in correct position.
- B. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Place horizontal members, crown side up.
- D. Construct load bearing framing and curb members full length without splices.
- E. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
- F. Coordinate curb installation with installation of decking and support of deck openings, and parapet construction.

### 3.2 SHEATHING

- A. Secure roof sheathing with longer edge perpendicular to framing members and with ends staggered and sheet ends over bearing.
- B. Use sheathing clips between sheets between roof framing members.
- C. Place building paper horizontally over wall sheathing; weather lap edges and ends.
- D. Install plywood to existing conditions span.

### 3.3 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment in accordance with manufacturer's instructions.
- B. Apply with brush one coat of preservative treatment on wood in contact with cementitious materials roofing and related metal flashings.
- C. Allow preservative to dry prior to erecting members.

### 3.4 TOLERANCES

- A. Framing Members: 1/8 inch (3 mm) from true position, maximum.

END OF SECTION 061000

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SECTION 061100 - WOOD BLOCKING AND CURBING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Roof curbs, cants, and perimeter nailers.
- B. Blocking in roof openings.
- C. Preservative treatment of wood.

1.2 RELATED SECTIONS

- A. Section 04 20 00 Unit Masonry System: Masonry openings to receive wood blocking.
- B. Section 06 15 00 Wood Decking: Wood deck roof openings to receive wood blocking.

1.3 REFERENCES

- A. ALSC (American Lumber Standards Committee) - Softwood Lumber Standards.
- B. ANSI A208.1 - Mat-Formed Wood Particleboard.
- C. APA (American Plywood Association).
- D. AWWA (American Wood Preservers Association) C1 - All Timber Products Preservative Treatment by Pressure Process.
- E. AWWA (American Wood Preservers Association) C20 -Structural Lumber Fire Retardant Treatment by Pressure Process.
- F. NFPA (National Forest Products Association).
- G. RIS (Redwood Inspection Service).
- H. SPIB (Southern Pine Inspection Bureau).
- I. WCLIB (West Coast Lumber Inspection Bureau).
- J. WWPA (Western Wood Products Association).

1.4 SUBMITTALS FOR REVIEW

- A. Section 01000 -General Conditions: Procedures for submittals.
- B. Product Data: Provide technical data on wood preservative materials.

1.5 SUBMITTALS FOR INFORMATION

- A. Section 01000 - Submittals: Procedures for submittals.

- B. Product Data: Provide application instructions.

## 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
  - 1. Lumber Grading Agency: Certified by ALSC.
  - 2. Plywood Grading Agency: Certified by APA.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Lumber Grading Rules: ALSC.
- B. Wood Blocking and Curbing: Shall be No.1 boards or strips S4S, Douglas Fir.
- C. Plywood: APA Rated Sheathing Structural I, Grade C-D Exposure Durability 1 unsanded

### 2.2 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Fasteners: Hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
  - 2. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.

### 2.3 FACTORY WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): AWPA Treatment C1 using water borne preservative with 0.25 percent retainage.
- B. Wood Preservative (Surface Application): Clear type.

## PART 3 - EXECUTION

### 3.1 FRAMING

- A. Set members level and plumb, in correct position.
- B. Place horizontal members, crown side up.
- C. Construct curb members of single pieces.
- D. Space framing and furring 16 inches oc.



- E. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
- F. Coordinate curb installation with installation of decking and support of deck openings, roofing vapor retardant, and parapet construction.

### 3.2 SHEATHING

- A. Secure sheathing to framing members with ends over firm bearing and staggered.

### 3.3 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment in accordance with manufacturer's instructions.
- B. Brush apply one coat of preservative treatment on wood in contact with cementitious materials roofing and related metal flashings.
- C. Allow preservative to dry prior to erecting members.

END OF SECTION 061100

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SECTION 061500 WOOD DECKING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Plywood structural wood decking.
- B. Preservative treatment of wood.

1.2 RELATED SECTIONS

- A. Section 04 20 00 Unit Masonry System: Bearing support.
- B. Section 09 91 00 Painting.

1.3 REFERENCES

- A. AITC (American Institute of Timber Construction) 108 -Standard For Heavy Timber Construction.
- B. AITC 109 - Standard for Preservative Treatment of Structural Glued Laminated Timber.
- C. AITC 110 - Standard Appearance Grades for Structural Glued Laminated Timber.
- D. AITC 111 - Recommended Practice for Protection of Structural Glued Laminated Timber During Transit, Storage and Erection.
- E. AITC 112 - Standard for Tongue and Groove Heavy Timber Decking.
- F. AITC 113 - Standard for Dimensions of Structural Glued Laminated Timber.
- G. ALSC (American Lumber Standards Committee) - Softwood Lumber Standards.
- H. ANSI A190.1 - Structural Glue Laminated Timber
- I. APA (American Plywood Association).
- J. AWWA (American Wood Preservers Association) C1 - All Timber Products Preservative Treatment by Pressure Process.
- K. AWWA (American Wood Preservers Association) C20 -Structural Lumber Fire Retardant Treatment by Pressure Process.
- L. ASTM D2559 - Adhesives for Structural Laminated Wood Products for Use Under Exterior (Wet Use) Exposure Conditions.
- M. NFPA (National Forest Products Association).
- N. RIS (Redwood Inspection Service).
- O. SPIB (Southern Pine Inspection Bureau).
- P. WCLIB (West Coast Lumber Inspection Bureau).
- Q. WWPA (Western Wood Products Association).
- R. UL (Underwriters Laboratories).

1.4 SUBMITTALS FOR REVIEW

- A. Section 01000—General Conditions- Submittals: Procedures for submittals.

- B. Product Data: Provide technical data on wood preservative materials and application instructions.
- C. Shop Drawings: Indicate deck, new framing, bearing details, framed openings in relation to existing conditions.

#### 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
  - 1. Lumber Grading Agency: Certified by ALSC.
  - 2. Plywood Grading Agency: Certified by APA.
- B. Perform Work in accordance with ANSI A190.1. Maintain one copy of each document on site.
- C. Installer: Wood Decking work shall be performed by a qualified firm using experienced workmen. The Contractor shall demonstrate to the Commissioner's satisfaction that the firm maintains an organization with the necessary technical knowledge, experience and facilities to perform the required work properly and within the required time.
- D. Design decking under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State of New York.

#### 1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for fire retardant requirements.
- B. Conform to UL requirements to achieve rating indicated.

#### 1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Section 01000 -General Conditions: Transport, handle, store, and protect products.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Lumber Grading Rules: ALSC.
- B. Plywood: APA Rated Sheathing Structural I, Exposure Durability 1; A interior appearance grade; unsanded.

#### 2.2 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Fasteners: Hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
- B. Adhesive: APA AFG-01, waterproof, air cure type, cartridge dispensed;

### 2.3 WOOD TREATMENT

- A. Fire retardant: AWP Treatment C20, Exterior Type, chemically treated and pressure impregnated; capable of providing a maximum flame spread/smoke development rating of 25/50.
- B. Wood Preservative (Pressure Treatment): AWP Treatment C1 AITC 109 using water borne preservative with 0.25 percent retainage.
- C. Wood Preservative (Surface Application): Clear type.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that support framing is ready to receive decking.

### 3.2 PREPARATION

- A. Coordinate placement of bearing and support items.

### 3.3 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment in accordance with manufacturer's instructions.
- B. Brush apply one coat of preservative treatment on wood in contact with cementitious materials, roofing and related metal flashings.
- C. Allow preservative to dry prior to erecting members.

### 3.4 INSTALLATION - PLYWOOD DECKING

- A. Install decking perpendicular to framing members, with ends staggered over firm bearing. On sloped surfaces, lay decking with tongue upward.
- B. Engage plywood tongue and groove edges.
- C. Allow expansion space at edges and ends.
- D. Attach decking with exterior grade screws.
- E. Use sheathing clips at unsupported edges of plywood between supporting framing members.
- F. Cut decking to accommodate roof drain and flange.

### 3.5 TOLERANCES

- A. Surface Flatness of Decking Without Load: 1/8 inch in 10 feet (1 mm/m) maximum, and 3/8 inch in 30 feet (3 mm / 9 m) maximum.

END OF SECTION 061500

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## SECTION 070150.19 - PREPARATION FOR RE-ROOFING

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Removal or partial removal of existing roofing system in preparation for a new roof membrane system.

#### 1.2 RELATED SECTIONS

- A. Section 02 41 19 Demolition and Removal
- B. Section 07 52 16 (SBS) Modified Bituminous Membrane Roofing
- C. Section 07 62 00 Flashing and Sheet Metal Trim
- D. Section 07 71 00 Roof Specialties
- E. Section 07 71 23 Manufactured Gutters and Downspouts
- F. Section 07 92 00 Joint Sealants

#### 1.3 REFERENCE

- A. ASTM C208 - Insulating Board (Cellulosic Fiber), Structural and Decorative.

#### 1.4 SYSTEM DESCRIPTION

- A. All Roof Areas as Indicated: Remove existing roofing gravel, perimeter flashings, base flashings, counter flashings, vent stack flashings, roofing membrane, insulation, vapor retarder, or underlayment with sheet metal roofing.
- B. Remove roof mounted mechanical equipment and electrical equipment.
- C. Re-install units after preparation has been performed.

#### 1.5 QUALIFICATIONS

- A. Materials Removal: Shall be performed by a qualified firm using experienced workmen. The Contractor shall demonstrate to the Commissioner's satisfaction that the firm maintains an organization with the necessary technical knowledge, experience and facilities to perform the required work properly and within the required time.

#### 1.6 PRE-INSTALLATION CONFERENCE

- A. Attend conferences as required by the Commissioner.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not remove existing roofing membrane when weather conditions threaten the integrity of the building contents or intended continued occupancy.
- B. Maintain continuous temporary protection prior to and during installation of new roofing system.

1.8 SCHEDULING

- A. Schedule work under the provisions of Section 01000 – General Conditions.
- B. Schedule work to coincide with commencement of installation of new roofing system.
- C. Remove only existing roofing materials that can be replaced with new materials as the weather will permit.

1.9 COORDINATION

- A. Coordinate work with the DDC Representative and the building operating staff.
- B. Coordinate the work with other affected mechanical and electrical work associated with roof penetrations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Temporary Protection: Sheet fiber-reinforced plastic; provide temporary fasteners to retain sheeting in position.
- B. Protection Board: ASTM C208, Roof Insulating Board type, cellulose fiber board, with the following characteristics:
  - 1. Board Size: 48x48 inch (1219x1219 mm) and 48x96 inch (1219x2438 mm)
  - 2. Board Thickness: 1 inch (25 mm).
  - 3. Board Edges: square.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions under provisions of Section 01000- General Conditions.
- B. Verify that existing roof surface is clear and ready for work of this section.



3.2 PREPARATION

- A. Sweep roof surface clean of loose matter. Remove loose refuse and dispose off site.

3.3 MATERIALS REMOVAL

- A. Fold up metal counter flashings to permit access to top edge of base flashings.
- B. Scrape roofing gravel from membrane surface.
- C. Remove roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets, and insulation vents.
- D. Cut and lay flat any membrane blisters.
- E. Remove damaged insulation and fasteners, cant strips and blocking.
- F. Remove vapor retarder, sheathing paper and underlayments.
- G. Repair existing wood, steel, or concrete deck surface to provide smooth working surface for new roof system.

3.4 TEMPORARY PROTECTION

- A. Protect finished Work under provisions of Section 01000-General Conditions.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with temporary fasteners.
- D. Provide for surface drainage from sheeting to existing drainage facilities.
- E. Do not permit traffic over unprotected or repaired deck surface.

3.5 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01000-General Conditions.
- B. Inspection will identify the exact limits to material removal.
- C. Testing will identify the exact condition of existing materials and their reuse, repair or removal.
- D. Test Reports: Indicate [existing insulation moisture content, and existing bitumen quality.

END OF SECTION 070150.19

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## SECTION 071600 - WATERPROOF COATING

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. The Work of this Section shall be in accordance with the Contract Documents. The "General Conditions Governing All Contracts" shall apply to all work under the Contract. The Work of this Section shall include, but not be limited to the following:
1. Replace damaged areas of cementitious coatings on bulkhead walls and parapets, rake out and patch cracks.
  2. New cementitious waterproof coating on exterior of bulkhead walls and interior side of parapets.
  3. Water Repellent Penetrant applied to exterior masonry surfaces.

#### 1.2 RELATED WORK

- A. Section 04 01 20 Masonry Restoration and Cleaning.

#### 1.3 REFERENCES

- A. ACI 524 - Portland Cement Plastering Guidelines.

#### 1.4 SUBMITTALS

- A. In accordance with the requirements of the General Conditions, Governing All Contracts, " samples, shop drawings, manufacturer's product data, test reports, and material certifications shall be submitted to the "Commissioner" for review and approval.
- B. Samples:
1. Patching compound.
  2. Pointing material.
  3. Cementitious Waterproofing coating.
  4. Water repellent penetrant.
- C. Product Literature:
1. Patching compound.
  2. Pointing material.
  3. Cementitious Waterproofing coating.
  4. Water repellent penetrant.

1.5 GUARANTEE

- A. in accordance with the Article on "Guarantees and Warranties" of the Section 01000 of the contract, the Contractor herein guarantees that all work specified in this Section will be free from defects of materials and workmanship for a period of two (2) years.
- B. Furnish a written guarantee in the form specified in the Article on "Guarantees and Warranties" of Section 01000 of the contract.
- C. Defective Work
  - 1. The following types of failure which will be adjudged as defective work, shall include but not be limited to:
    - a. Waterproofing which fails to achieve watertight seal, exhibits loss of adhesion, or cracks.
  - 2. The Contractor shall make permanent corrective repairs, as recommended by the Manufacturer and as approved by the Commissioner, within forty-eight (48) hours of notification. If inclement weather does not permit permanent corrective repairs the Contractor shall make temporary repairs, as approved, within the aforementioned time frame.

1.6 WARRANTY

- A. Provide a five year manufacturer's warranty under the provisions the Article on "Guarantees and Warranties" of Section 01000.

PART 2 - PRODUCTS

2.1 QUALITY ASSURANCE

- A. For the purpose of establishing a level of quality this section shall refer to products manufactured by Thoro System Products and Advanced Chemical Technologies Co., Products of other manufacturers may be furnished if approved as equal by the Commissioner.
- B. The Contractor shall be responsible for finding the system that is most comparable to the one specified herein.

2.2 PATCHING COMPOUND

- A. Thorolastic and thorolastic knife grade, a flexible, high build, acrylic, emulsion finish for concrete.
- B. Thorite non-shrink patching materials for patching concrete and masonry.

2.3 BONDING AGENTS

- A. Acryl 60, a formulation of acrylic polymers and modifiers used as an additive.

2.4 WATER REPELLENT PENETRANT

- A. Waterproof compound "Silact"; Advanced Chemical Technologies Co., "Chemtrete"; Huls America Inc. Thorosilane; ThoroSystem Products or approved equal.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Repair of existing cementitious coatings:
1. Rake out all cracks to a minimum depth of 1/2" of full depth of surface coating which ever is less until surface is structurally sound. Remove all loose mortar particles and coatings before application of patching compound and waterproofing coating.
  2. Patch areas with Thorlastic Knife grade, following manufacturer's instructions.
  3. Use Thorite to patch all large holes or cracks in the parging. Apply Thorite as per manufacturer's instructions.
  4. Apply silane water repellent penetrant following manufacturer's instructions at the rate of 100 square feet per gallon.
  5. Take care to keep materials off adjacent areas. Clean and immediately remove any compound so applied.
- B. New cementitious waterproof coating.

END OF SECTION 071600

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SECTION 075216 - SBS MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 WORK DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Preparation of substrate to receive roofing materials.
  - 2. Base sheet application to prepared substrate.
  - 3. Roof Membrane application.
  - 4. Roof Flashing application.
  - 5. Incorporation of Sheet Metal Flashing Components and Roofing Accessories into the Roof System.
- B. Products installed but not furnished under this section include:
  - 1. Sheet Metal Flashing and Trim
  - 2. Sheet Metal Roofing Specialties
- C. Related Sections:
  - 1. Division 01 Section "Execution" for cutting and patching requirements for repairs to existing roof decking.
  - 2. Division 06 Section "Rough Carpentry" for treated wood nailers.
  - 3. Division 07 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings counterflashings and flashings.
- D. Products installed but not furnished under this section:
  - 1. Sheet Metal Flashing and Trim
  - 2. Sheet Metal Roofing Specialties

1.3 REFERENCE STANDARDS

- A. References in these specifications to standards, test methods and codes, are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies which may be used as references throughout these specifications.
  - 1. ASTM American Society for Testing and Materials Philadelphia, PA
  - 2. FM Factory Mutual Engineering and Research Norwood, MA
  - 3. NRCA National Roofing Contractors Association Rosemont, IL
  - 4. OSHA Occupational Safety and Health Administration Washington, DC
  - 5. SMACNA Sheet Metal and Air Conditioning Contractors National Association Chantilly, VA
  - 6. UL Underwriters Laboratories Northbrook, IL

#### 1.4 DESCRIPTION OF WORK

- A. The basis of design work description in this specification are referenced below:
1. Project Type: Tear-off
  2. Specification Number: 2030 CBT
  3. Deck: FM Approved wood cement fiber
  4. Slope: 1/16 inch
  5. Base Sheet: Parabase FS, mechanically attached.
  6. Tapered Insulation: Tapered Paratherm system by Siplast, providing for a roof slope of ¼ inch, with a minimum starting thickness of ½ inch, applied in Olybond 500 Adhesive Fastener.
  7. Insulation - Top Layer: DensDeck Prime by Georgia-Pacific, having a thickness of 1/4 inch, applied in Olybond 500 Adhesive Fastener.
  8. Roof System:
    - a. Paradiene 20, torch applied;
    - b. Paradiene 30 FR, torch applied.
  9. Flashing System:
    - a. Paradiene 20SA, self adhered;
    - b. Veral Aluminum, torch applied.

#### 1.5 SUBMITTALS

- A. Submittal of Equals: Submit primary roof systems to be considered as equals to the specified roof system. Primary roof systems which have been reviewed and accepted as equals to the specified roof system will be accepted. Submittals shall include the following:
1. Two 3 inch x 5 inch samples of the primary roofing and flashing sheets.
  2. Latest edition of the roofing system manufacturer's specifications and installation instructions.
  3. Evidence that the manufacturer of the proposed roofing system utilizes a quality management system that is ISO 9001 certified. Documentation of ISO 9001 certification of foreign subsidiaries without domestic certification will not be accepted.
  4. Evidence and description of manufacturer's quality control/quality assurance program for the primary roofing products supplied. The quality assurance program description shall include all methods of testing for physical and mechanical property values. Provide confirmation of manufacturer's certificate of analysis for reporting the tested values of the actual material being supplied for the project prior to issuance of the specified guarantee.
  5. Descriptive list of the materials proposed for use.
  6. Evidence of Factory Mutual Approval Standard 4470 for the proposed membrane system.
    - a. The roof configuration (including fastening of base sheet or insulation) shall be approved by FM for minimum 1-90 windstorm construction.
    - b. The roof membrane configuration shall be approved by FM for Class 1-SH (severe hail) exposure.
  7. Letter from the proposed primary roofing manufacturer confirming that a phased roof application, with only the modified bitumen base ply in place for a period of up to 10 weeks, is acceptable and approved for this project.
  8. List of proposed primary roofing manufacturer's projects, located in the United States, of equal size and degree of difficulty which have been performing successfully for a period of at least 3 years.



9. Letter from the proposed primary roofing manufacturer confirming that the filler content in the elastomeric blend of the proposed roof membrane and flashing components does not exceed 35% in weight.
  10. Complete list of material physical and mechanical properties for each sheet including: weights and thicknesses; low temperature flexibility; peak load; ultimate elongation; dimensional stability; compound stability; high temperature stability; granule embedment and resistance to thermal shock for foil faced products.
  11. Sample copy of the proposed guarantee.
- B. Other Submittals:
1. Letter from the proposed primary roofing manufacturer confirming that the installer is acceptable to install the proposed system.
  2. Letter from the primary roofing manufacturer stating that the proposed application will comply with the manufacturer's requirements in order to qualify the project for the specified guarantee.
- C. Submittals Prior to Project Close-out:
1. Certificate of Analysis from the testing laboratory of the primary roofing materials manufacturer, confirming the physical and mechanical properties of the roofing membrane components. Testing shall be in accordance with the parameters published in ASTM D 5147 and ASTM D 7051 and indicate Quality Assurance/Quality Control data as required to meet the specified properties. A separate Certificate Of Analysis for each production run of material shall indicate the following information:
    - a. Material type
    - b. Lot number
    - c. Production date
    - d. Dimensions and Mass (indicate the lowest values recorded during the production run):
      - 1) Roll length
      - 2) Roll width
      - 3) Selvage width
      - 4) Total thickness
      - 5) Thickness at selvage (coating thickness)
      - 6) Weight
    - e. Physical and Mechanical Properties:
      - 1) Low temperature flexibility
      - 2) Peak load
      - 3) Ultimate Elongation
      - 4) Dimensional stability
      - 5) Compound Stability
      - 6) Granule embedment
      - 7) Resistance to thermal shock (foil faced products)
  2. Manufacturer's printed recommendations for proper maintenance of the specified roof system including inspection frequencies, penetration addition policies, temporary repairs, and leak call procedures.

1.6 QUALITY ASSURANCE

- A. **Acceptable Products:** Primary roofing products, including each type of sheet, all manufactured in the United States, shall be supplied by a single manufacturer which has been successfully producing the specified types of primary products for not less than 3 years. The primary roofing products shall have maintained a consistent composition for a minimum of three years.
  - B. **Product Quality Assurance Program:** Primary roofing materials shall be manufactured under a quality management system that is monitored regularly by a third party auditor under the ISO 9001 audit process. A certificate of analysis for reporting/confirming the tested values of the actual material being supplied for the project will be required prior to project close-out. **Agency Approvals:** The proposed system shall conform to the following requirements. No other testing agency approvals will be accepted.
    - 1. **Factory Mutual Approval Standard 4470 listing for the proposed membrane system.** The roof membrane configuration shall be approved by FM for Class 1-SH (severe hail) exposure. The roof configuration (including fastening of base sheet or insulation) shall be approved by FM for minimum 1-90 windstorm construction
  - C. **Acceptable Contractor:** Contractor shall have a minimum of 3 years experience in successfully installing the same or similar roofing materials and be acceptable in writing by the roofing materials manufacturer to install the primary roofing products.
  - D. **Scope of Work:** The work to be performed under this specification shall include but is not limited to the following: Attend necessary job meetings and furnish competent and full time supervision, experienced roof mechanics, all materials, tools, and equipment necessary to complete, in an acceptable manner, the roof installation in accordance with this specification. Comply with the latest written application instructions of the manufacturer of the primary roofing products. In addition, application practice shall comply with requirements and recommendations contained in the latest edition of the Handbook of Accepted Roofing Knowledge (HARK) as published by the National Roofing Contractor's Association, amended to include the acceptance of a phased roof system installation.
  - E. **Local Regulations:** Conform to regulations of public agencies, including any specific requirements of the city and/or state of jurisdiction.
  - F. **Manufacturer Requirements:** Ensure that the primary roofing materials manufacturer provides direct trained company personnel to attend necessary job meetings, perform periodic inspections as necessary, and conducts a final inspection upon successful completion of the project.
- 1.7 **PRODUCT DELIVERY STORAGE AND HANDLING**
- A. **Delivery:** Deliver materials in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.
  - B. **Storage:** Store materials out of direct exposure to the elements on pallets placed over clean, flat and dry surfaces. Storage of pallets over dirt, grass-covered ground or newly placed concrete may result in upward moisture transpiration and contamination of product. Store rolls of roofing on end. For roof-top storage, avoid overloading of deck and building structure. Factory packaging is not intended for job site protection. Slit factory packaging immediately upon arrival at the job site to prevent build-up of condensation and cover materials using a breathable cover such as a canvas. Polyethylene or other non-breathable plastic coverings shall not be

used. Store flammable or temperature sensitive materials away from open flame, ignition sources or excessive heat.

- C. Handling: Handle all materials in such a manner as to preclude damage and contamination with moisture or foreign matter. Handle rolled goods to prevent damage to edges or ends.
- D. Damaged Material: Any materials that are found to be damaged or stored in any manner other than stated above will be automatically rejected, removed and replaced at the Contractor's expense.

## 1.8 PROJECT/SITE CONDITIONS

### A. Requirements Prior to Job Start

1. Notification: Give a minimum of 5 days notice to the commissioner and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.
2. Permits: Obtain all permits required by local agencies and pay all fees which may be required for the performance of the work.
3. Safety: Familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NRCA and other industry or local governmental groups.

### B. Environmental Requirements

1. Precipitation: Do not apply roofing materials during precipitation or in the event there is a probability of precipitation during application. Take adequate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.
2. Temperature Restrictions - cold adhesive: At low temperatures, the specified cold adhesive becomes more viscous, making even distribution more difficult. The optimal temperature of the adhesive at point of application is 70°F (21°C). To facilitate application when ambient temperatures are below 50°F (10°C), store the adhesive and roll goods in a warm place immediately prior to use. Roll or broom the sheets to ensure contact with the underlying adhesive. Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

### C. Protection Requirements

1. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces throughout this project.
2. Torch Safety: Crew members handling torches shall be trained by an Authorized Certified Roofing Torch Applicator (CERTA) Trainer, be certified according to CERTA torch safety guidelines as published by the National Roofing Contractor's Association (NRCA), and follow torch safety practices as required by the contractor's insurance carrier. Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas during roof construction activity, and for the minimum period required by CERTA guidelines after roofing material application has been suspended for the day.
3. Limited Access: Prevent access by the public to materials, tools and equipment during the course of the project.
4. Debris Removal: Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials.

5. Site Condition: Complete, to the owner's satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction.

## 1.9 GUARANTEE/WARRANTY

- A. Roof Membrane Guarantee: Upon successful completion of the project and after all post installation procedures have been completed, furnish the City of New York with the manufacturer's twenty-five year labor and materials membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount, and shall be issued at no additional cost to the City of New York.
  1. Twenty-five year Roof Membrane Guarantee

## PART 2 - PRODUCTS

### 2.1 ROOFING SYSTEM ASSEMBLY/PRODUCTS

- A. Acceptable Manufacturers and Roofing Products for Membrane Roofing Systems:
  1. Siplast
    - a. PMMA Liquid Applied Roofing (basis of design)
  2. GAF
    - a. Topcoat (basis of design)
  3. Kemper
  4. Or approved equal
- B. Rigid Roof Insulation: Roof insulation shall be UL and FM approved. Insulation shall be approved in writing by the insulation manufacturer for intended use and for use with the specified roof assembly. Maintain a maximum panel size of 4 feet by 4 feet where polyisocyanurate insulation is specified to be installed in insulation adhesive.
  1. Polyisocyanurate Tapered Roof Insulation: Tapered panels and standard fill panels composed of a closed cell, rigid polyisocyanurate foam core material, integrally laminated between glass fiber facers, in full compliance with ASTM C 1289, Type II, Class 1, Grade 2. The tapered system shall provide for a roof slope of 1/4 inch per foot. Acceptable types are as follows.
    - a. Tapered Paratherm by Siplast; Irving, TX
    - b. Or approved equal
  2. Gypsum Sheathing Panel: A panel composed of a gypsum based, non-structural water resistant core material integrally bonded with fiberglass mats on both sides having a nominal thickness of 1/4 inch. The panel surface shall be factory primed with a non-asphaltic primer. Acceptable types are as follows:
    - a. DensDeck Prime Gypsum Roof Board, by Georgia Pacific Corporation; Atlanta, GA
    - b. Or approved equal
- C. Base Sheet
  1. Base Sheet: A fiberglass reinforced, asphalt coated sheet with a polyolefin film backing, having a minimum weight of 20 lb/sq. The sheet shall conform to ASTM D 4601, Type II requirements.

- a. Siplast Parabase FS
- b. Or approved equal

## 2.2 ROOF MEMBRANE ASSEMBLY

- A. Roofing Membrane Assembly Description: A roof membrane assembly consisting of two plies of a prefabricated, reinforced, homogeneous Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane, applied over a prepared substrate. Reinforcement mats shall be impregnated/saturated and coated each side with SBS modified bitumen blend. The cross sectional area of the sheet material shall contain no oxidized or non-SBS modified bitumen. The roof system shall pass 500 cycles of ASTM D 5849 Resistance to Cyclic Joint Displacement (fatigue) at 14°F (-10°C). Passing results shall show no signs of membrane cracking or interply delamination after 500 cycles. The roof system shall pass 200 cycles of ASTM D 5849 after heat conditioning performed in accordance with ASTM D 5147. The assembly shall possess waterproofing capability, such that a phased roof application, with only the modified bitumen base ply in place, can be achieved for prolonged periods of time without detriment to the watertight integrity of the entire roof system.
- B. Roofing Membrane Assembly (basis of design): Siplast Paradiene 20/30 roof system
1. Modified Bitumen Base and Stripping Ply: Siplast Paradiene 20 - torchable grade.
    - a. Thickness (avg): 114 mils (2.9 mm) (ASTM D 5147)
    - b. Thickness (min): 110 mils (2.8 mm) (ASTM D 5147)
    - c. Weight (min per 100 ft<sup>2</sup> of coverage): 76 lb (3.7 kg/m<sup>2</sup>)
    - d. Maximum filler content in elastomeric blend: 35% by weight
    - e. Low temperature flexibility @ -15°F (-26°C): PASS (ASTM D 5147)
    - f. Peak Load (avg) @ 73°F (23°C): 30 lbf/inch (5.3 kN/m) (ASTM D 5147)
    - g. Peak Load (avg) @ 0°F (-18°C): 75 lbf/inch (13.2 kN/m) (ASTM D 5147)
    - h. Ultimate Elongation (avg.) @ 73°F (23°C): 50% (ASTM D 5147)
    - i. Dimensional Stability (max): 0.1% (ASTM D 5147)
    - j. Compound Stability (min): 250°F (121°C) (ASTM D 5147)
    - k. Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
    - l. Reinforcement: fiberglass mat or other meeting the performance and dimensional stability criteria
  2. Modified Bitumen Finish Ply: Siplast Paradiene 30 FR - torchable grade
    - a. Thickness (avg): 138 mils (3.5 mm) (ASTM D 5147)
    - b. Thickness at selvage (coating thickness) (avg): 118 mils (3.0 mm) (ASTM D 5147)
    - c. Thickness at selvage (coating thickness) (min): 114 mils (2.9 mm) (ASTM D 5147)
    - d. Weight (min per 100 ft<sup>2</sup> of coverage): 112 lb (5.4 kg/m<sup>2</sup>)
    - e. Maximum filler content in elastomeric blend: 35% by weight
    - f. Low temperature flexibility @ -15°F (-26°C): PASS (ASTM D 5147)
    - g. Peak Load (avg) @ 73°F (23°C): 30 lbf/inch (5.3 kN/m) (ASTM D 5147)
    - h. Peak Load (avg) @ 0°F (-18°C): 75 lbf/inch (13.2 kN/m) (ASTM D 5147)
    - i. Ultimate Elongation (avg.) @ 73°F (23°C): 55% (ASTM D 5147)
    - j. Dimensional Stability (max): 0.1% (ASTM D 5147)
    - k. Compound Stability (min): 250°F (121° C) (ASTM D 5147)
    - l. Granule Embedment (max loss): 2.0 grams per sample (ASTM D 5147)

- m. Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
  - n. Reinforcement: fiberglass mat or other meeting the performance and dimensional stability criteria
  - o. Surfacing: ceramic granules
- C. Flashing Membrane Assembly Description: A flashing membrane assembly consisting of a prefabricated, reinforced, Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane with a continuous, channel-embossed metal-foil surfacing. The finish ply shall conform to ASTM D 6298 and the following physical and mechanical property requirements.
- D. Flashing Membrane Assembly (basis of design): Siplast Veral flashing system, aluminum finish
- 1. Cant Backing Sheet and Flashing Reinforcing Ply: Siplast Paradiene 20 SA
    - a. Thickness (avg): 102 mils (2.6 mm) (ASTM D 5147)
    - b. Thickness (min): 98 mils (2.5 mm) (ASTM D 5147)
    - c. Weight (min per 100 ft<sup>2</sup> of coverage): 72 lb (3.5 kg/m<sup>2</sup>)
    - d. Maximum filler content in elastomeric blend: 35% by weight
    - e. Low temperature flexibility @ -15° F (-26° C) - PASS (ASTM D 5147)
    - f. Peak Load (avg) @ 73°F (23°C): 30 lbf/inch (5.3 kN/m) (ASTM D 5147)
    - g. Peak Load (avg) @ 0°F (-18°C): 75 lbf/inch (13.2 kN/m) (ASTM D 5147)
    - h. Ultimate Elongation (avg.) @ 73°F (23°C): 50% (ASTM D 5147)
    - i. Dimensional Stability (max): 0.1% (ASTM D 5147)
    - j. Compound Stability (min - sheet): 250°F (121°C) (ASTM D 5147)
    - k. Compound Stability (min – adhesive coating): 212°F (100°C) (ASTM D 5147)
    - l. Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
    - m. Reinforcement: fiberglass mat or other meeting the performance and dimensional stability criteria
    - n. Back Surfacing: polyolefin film
  - 2. Metal-Clad Modified Bitumen Flashing Sheet: Siplast Veral Aluminum
    - a. Thickness (avg): 142 mils (3.6 mm) (ASTM D 5147)
    - b. Thickness (min): 138 mils (3.5 mm) (ASTM D 5147)
    - c. Weight (min per 100 ft<sup>2</sup> of coverage): 92 lb (4.5 kg/m<sup>2</sup>)
    - d. Coating Thickness – back surface (min): 40 mils (1 mm) (ASTM D 5147)
    - e. Low temperature flexibility @ 0° F (-18° C): PASS (ASTM D 5147)
    - f. Peak Load (avg) @ 73°F (23°C): 85 lbf/inch (15 kN/m) (ASTM D 5147)
    - g. Peak Load (avg) @ 0°F (-18°C): 180 lbf/inch (31.7 kN/m) (ASTM D 5147)
    - h. Ultimate Elongation (avg) @ 73°F (23°C): 45% (ASTM D 5147)
    - i. Tear-Strength (avg): 120 lbf (0.54 kN) (ASTM D 5147)
    - j. Dimensional Stability (max): 0.2% (ASTM D 5147)
    - k. Compound Stability (min): 225°F (107°C) (ASTM D 5147)
    - l. Cyclic Thermal Shock Stability (maximum): 0.2% (ASTM D 7051)
    - m. Approvals: UL Approved, FM Approved (products shall bear seals of approval)
    - n. Reinforcement: fiberglass scrim mat or other meeting the performance and dimensional stability criteria
    - o. Surfacing: aluminum metal foil
- E. Catalyzed Acrylic Resin Flashing System: A specialty flashing system consisting of a liquid-applied, fully reinforced, multi-component acrylic membrane installed over a prepared or

primed substrate. The flashing system consists of a catalyzed acrylic resin primer, basecoat and topcoat, combined with a non-woven polyester fleece. The resin and catalyst are pre-mixed immediately prior to installation. The use of the specialty flashing system shall be specifically approved in advance by the membrane manufacturer for each application.

1. Parapro 123 Flashing System by Siplast; Irving, TX
2. Or approved equal

### 2.3 ROOFING ACCESSORIES

#### A. Roofing Adhesives

1. Insulation Adhesive: A dual component, polyurethane foam adhesive used to adhere insulation panels to the substrate as well to other insulation panels.
  - a. OlyBond 500 Adhesive Fastener by OMG, Agawam, MA
  - b. Or approved equal

#### B. Bituminous Cutback Materials

1. Primer: An asphalt, solvent blend conforming to ASTM D 41 requirements.
  - a. Siplast PA-1125 Asphalt Primer by Siplast; Irving, TX
  - b. Or approved equal
2. Primer: A single component, water based primer, to promote adhesion of self-adhesive membranes to masonry, wood, plywood, concrete and gypsum surfaces.
  - a. Siplast TA-119 Primer by Siplast; Irving, TX
  - b. Or approved equal
3. Mastics: An asphalt cutback mastic, reinforced with non-asbestos fibers, used as a base for setting metal flanges conforming to ASTM D 4586 Type II requirements.
  - a. Siplast PA-1021 Plastic Cement by Siplast; Irving, TX
  - b. Or approved equal

#### C. Sealant: A moisture-curing, non-slump elastomeric sealant designed for roofing applications. The sealant shall be approved by the roof membrane manufacturer for use in conjunction with the roof membrane materials. Acceptable types are as follows:

1. Siplast PS-304 Elastomeric Sealant by Siplast; Irving, TX
2. Or approved equal

#### D. Ceramic Granules: No. 11 grade specification ceramic granules of color scheme matching the granule surfacing of the finish ply.

#### E. Perlite Cant Strips: A cant strip composed of expanded volcanic minerals combined with waterproofing binders. The top surface shall be pre-treated with an asphalt based coating. The face of the cant shall have a nominal 4 inch dimension.

#### F. Fasteners

1. Base Sheet Fasteners: Base sheet fasteners shall be approved by the manufacturer of the primary roofing products. Acceptable base sheet fasteners for specific substrate types are listed below.

- a. Wood Cement Fiber Decks: A single unit, precision formed, Galvalume (AZ-55) coated steel fastener having a 2.7 inch cap and a 1.4 inch long shank. The fastener shall incorporate twin high tensile steel wires that facilitate a diverging reverse hook action when driven into the structural substrate.
    - 1) Para-Lok Fastener by Siplast; Irving, TX
    - 2) Or approved equal
  2. Flashing Reinforcing Sheet Fasteners for Wood/Plywood Substrates to Receive Flashing Coverage: Fasteners shall be approved by the manufacturer of the primary roofing products. Acceptable fasteners for specific substrate types are listed below.
    - a. Wood/Plywood Substrates: A 12 gauge, spiral or annular threaded shank, zinc coated steel roofing fastener having a minimum 1 inch head.
      - 1) Square Cap by W.H. Maze Co.; Peru, IL
      - 2) 12 Gauge Simplex Nail by the Simplex Nail and Manufacturing Co., Americus, GA
      - 3) Or approved equal
- G. Walktread: A prefabricated, puncture resistant polyester core reinforced, polymer modified bitumen sheet material topped with a ceramic-coated granule wearing surface.
1. Paratread Roof Protection Material by Siplast; Irving, TX , or approved equal.
    - a. Thickness: 0.217 in (5.5 mm)
    - b. Weight: 1.8 lb/ft<sup>2</sup> (8.8 kg/m<sup>2</sup>)
    - c. Width: 30 in (76.2 cm)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
  2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck-at penetrations and terminations and that nailers match thicknesses of insulation.
  3. Verify surface plane flatness and fastening of steel roof deck.
  4. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
  5. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
    - a. Test for moisture by pouring 1 pint of hot roofing asphalt on deck at start of each day's work and at start of each roof area or plane. Do not proceed with roofing work if test sample foams or can be easily and cleanly stripped after cooling.
  6. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.
  7. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.



- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. General: Sweep or vacuum all surfaces, removing all loose aggregate and foreign substances prior to commencement of roofing.
- B. Remove All Existing:
  - 1. Surface gravel
  - 2. Roof membrane
  - 3. Insulation
  - 4. Base flashings
  - 5. Edge metal
  - 6. Flanged metal flashings
  - 7. Cants
  - 8. Walkways
  - 9. Non-functional penetrations/curbs
  - 10. Metal trim, counterflashing
- C. Damaged and/or Deteriorated Deck: Inspect decking; make necessary repairs or replace sections of deck that cannot be repaired. Submit a unit price for replacement of sections of roof deck.

### 3.3 SUBSTRATE PREPARATION

- A. Base Sheet Securement to Prepared Substrate: Lay the base sheet over the entire area to be roofed, lapping sides 3 inches and ends 6 inches. Using the specified fasteners, fasten each sheet every 9 inches through laps and stagger fasten the remainder of the sheet in 2 rows on nominal 12 inch centers with fasteners in each row on 12 inch centers. Increase the fastening pattern at the corners/perimeter in accordance with the recommendations set forth in FM Global Property Loss Prevention Data Sheet 1-29.
- B. Insulation: Install insulation panels with end joints offset; edges of the panels shall be in moderate contact without forcing applied in strict accordance with the insulation manufacturer's requirements and the following instructions. Where insulation is installed in two or more layers, stagger joints between layers. Maintain a maximum panel size of 4 feet by 4 feet for polyisocyanurate insulation applied in insulation adhesive.
  - 1. Insulation - multiple layer: Install all layers in an application of the specified insulation adhesive in strict accordance with the requirements of manufacturer.

### 3.4 ROOF MEMBRANE INSTALLATION

- A. Membrane Application: Apply roofing in accordance with roofing system manufacturer's instructions and the following requirements. Application of roofing membrane components shall immediately follow application of base sheet and/or insulation as a continuous operation.

- B. **Aesthetic Considerations:** An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, apply the specified materials including granules, and exercise care in ensuring that the finished application is acceptable to the Owner.
- C. **Priming:** Prime metal and concrete and masonry surfaces with a uniform coating of the specified asphalt primer.
- D. **Bitumen Consistency:** Cutting or alterations of bitumen, primer, and sealants will not be permitted.
- E. **Roofing Application:** Apply all layers of roofing free of wrinkles, creases or fishmouths. Exert sufficient pressure on the roll during application to ensure prevention of air pockets.
  - 1. Apply all layers of roofing perpendicular to the slope of the deck.
  - 2. Fully bond the base plies to the prepared substrate, utilizing minimum 3 inch side and end laps. Apply each sheet directly behind the torch applicator. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application. Stagger end laps a minimum of 3 feet.
  - 3. Fully bond the finish ply to the base ply, utilizing minimum 3 inch side and end laps. Apply each sheet directly behind the torch applicator. Stagger end laps of the finish ply a minimum 3 feet. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application. Stagger side laps of the finish ply a minimum 12 inches from side laps in the underlying base ply. Stagger end laps of the finish ply a minimum 3 feet from end laps in the underlying base ply.
  - 4. Maximum sheet lengths and special fastening of the specified roof membrane system may be required at various slope increments where the roof deck slope exceeds 1/2 inch per foot. The manufacturer shall provide acceptable sheet lengths and the required fastening schedule for all roofing sheet applications to applicable roof slopes.
- F. **Granule Embedment:** Broadcast mineral granules over all bitumen overruns on the finish ply surface, while the bitumen is still hot or the adhesive is soft, to ensure a monolithic surface color.
- G. **Flashing Application:** Cut the cant backing sheet into 12 inch widths and peel the release film from the back of the sheet. Set the sheet into place over the primed substrate extending 6 inches onto the field of the roof area and 6 inches up the vertical surface utilizing minimum 3 inch laps. Set the non-combustible cant into place dry prior to installation of the roof membrane base ply. Flash walls and curbs using the reinforcing sheet and the metal foil flashing membrane. After the base ply has been applied to the top of the cant, prime the base ply surfaces to receive the reinforcing sheet. Fully adhere the reinforcing sheet, utilizing minimum 3 inch side laps onto the primed base ply surface and up the primed wall or curb to the desired flashing height. After the final roofing ply has been applied to the top of the cant, prepare the surface area that is to receive flashing coverage by torch heating granular surfaces or by application of asphalt primer; allowing primer to dry thoroughly. Torch apply the metal foil-faced flashing into place using three foot widths (cut off the end of roll) always lapping the factory selvage edge. Stagger the laps of the metal foil flashing layer from lap seams in the

reinforcing layer. Extend the flashing sheet a minimum of 4 inches beyond the toe of the cant onto the prepared surface of the finished roof and up the wall or curb to the desired flashing height. Exert pressure on the flashing sheet during application to ensure complete contact with the vertical/horizontal surfaces, preventing air pockets; this can be accomplished by using a damp sponge or shop rag. Check and seal all loose laps and edges. Nail the top edge of the flashing on 9 inch centers. (See manufacturer's schematic for visual interpretation).

- H. Catalyzed Acrylic Resin Flashing System: Install the liquid-applied primer and flashing system in accordance with the membrane system manufacturer's printed installer's guidelines and other applicable written recommendations as provided by the manufacturer.
- I. Water Cut-Off: At end of day's work, or when precipitation is imminent, construct a water cut-off at all open edges. Cut-offs can be built using asphalt or plastic cement and roofing felts, constructed to withstand protracted periods of service. Cut-offs must be completely removed prior to the resumption of roofing.

### 3.5 ROOF SYSTEM INTERFACE WITH RELATED COMPONENTS

- A. Edge Metal: Completely prime metal flanges and allow to dry prior to installation. Turn the base ply down 2 inches past the roof edge and over the nailer. After the base ply and continuous cleat (if applicable) have been installed, set the flange in mastic and stagger nail every 3 inches on center. Strip-in the flange using the stripping-ply material, extending a minimum of 4 inches beyond the edge of the flange. Terminate the finish ply at the gravel-stop rise of the edge metal. SEE ITEM: SEALANT, for finish of this detail.
- B. Lead Pipe Flashings: Completely prime the lead flanges and allow to dry prior to installation. After the base ply has been applied, set the flange in mastic and strip-in the flange using the stripping-ply material, extending a minimum of 4 inches beyond the edge of the flange. Terminate the finish ply at the flange-sleeve juncture of the pipe flashing. SEE ITEM: SEALANT for finish of this detail.
- C. Lead Drain Flashings: Completely prime the lead drain flashing and allow to dry prior to installation. After the base ply has been applied, set the lead flashing sheet in mastic and form to turn down inside of the drain bowl. Ply-in the perimeter of the lead flashing using an additional layer of the base ply material, overlapping the perimeter of the lead a minimum of 4 inches. Terminate the finish ply to extend beneath the clamping ring seal. Install the clamping ring with all bolts in place.
- D. Light Air Unit Supports: Separate light air handling units that are supported by wood sleepers (not supported by a roof curb) from the new roof assembly using the manufacturer's walktread-roof protection material. Cut each walktread pad to a size which extends a minimum of 2 inches beyond the perimeter of each sleeper block. Set the walktread pad dry over the new assembly. Set each sleeper block dry over the walktread pad.

- E. **Small Pipe Supports:** Support all gas lines and conduits which are a maximum of 1 inch diameter and run horizontally over the roof membrane surface using wood blocking and the manufacturer's walktread - roof protection material. The blocking shall be 4 inches by 4 inches by 12 inches in size. Cut each walktread pad to a size which extends a minimum of 2 inches beyond the perimeter of the blocking. Loosely secure the pipe to allow movement over the 6 inch center of each block; the spacing for the blocks shall be of adequate distance to prevent sagging of the pipe and to prevent the pipe from coming into contact with the new roof assembly. Set the walktread dry over the new roof assembly. Set each pipe support block dry over the walktread pad.
- F. **Metal Pipe Flashings:** Completely prime the metal pipe flanges and allow to dry prior to installation. After the base ply has been applied, set the flanges in mastic and strip-in the flange using the stripping-ply material, extending a minimum of 4 inches beyond the edge of the flange. Terminate the finish ply at the flange-sleeve juncture of the pipe flashing. Install a watertight umbrella to the penetration, completely covering the opening of the pipe flashing. SEE ITEM: SEALANT for finish of this detail.
- G. **Walktread:** Cut the walktread into maximum 5 foot lengths and allow to relax until flat. Adhere the sheet using the specified plastic cement. Apply the specified cement in a 3/8 inch thickness to the back of the product in 5 inch by 5 inch spots in accordance with the pattern as supplied by the walktread manufacturer. Walk-in each sheet after application to ensure proper adhesion. Use a minimum spacing of 2 inches between sheets to allow for proper drainage.
- H. **Sealant:** Apply a smooth continuous bead of the specified sealant at the exposed finish ply edge transition to metal flashings incorporated into the roof system.

### 3.6 FIELD QUALITY CONTROL AND INSPECTIONS

- A. **Site Condition:** Leave all areas around job site free of debris, roofing materials, equipment and related items after completion of job.
- B. **Notification Of Completion:** Notify the manufacturer by means of manufacturer's printed Notification of Completion form of job completion in order to schedule a final inspection date.
- C. **Final Inspection**
  - 1. **Post-Installation Meeting:** Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's representative. Complete, sign, and mail the punch list form to the manufacturer's headquarters.
- D. **Issuance of the Guarantee:** Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.

END OF SECTION 075216

SECTION 076200 FLASHING AND SHEET METAL TRIM

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coping, parapet, cap, sill, and lintel flashings.
- B. Facias, scuppers, pitch pockets, and snow guards.
- C. Counterflashings over bituminous, base flashings.
- D. Counterflashings for roof hatches and skylights.
- E. Counterflashings at roof mounted equipment and vent stacks.
- F. Drain flashing.

1.2 RELATED SECTIONS

- A. Section 06 11 00 Wood Blocking and Curbing: battens for metal roofing substrate profiles.
- B. Section 07 71 23 Gutters, Downspouts, Roof Drains and Leader Line Piping
- C. Section 07 71 00 Roof Specialties: Roof curbs for mechanical equipment.
- D. Section 07 92 00 Joint Sealants.
- E. Section 09 91 00 Painting: Prime and finish painting.

1.3 REFERENCES

- A. AISI(American Iron and Steel Institute) - Stainless Steel -Uses in Architecture.
- B. ASTM A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate.
- C. ASTM A525 - Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process.
- D. ASTM B32 - Solder Metal.
- E. ASTM B209 - Aluminum and Alloy Sheet and Plate.
- F. ASTM B486 - Paste Solder.
- G. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- H. NRCA (National Roofing Contractors Association) Roofing Manual.
- I. SMACNA - Architectural Sheet Metal Manual.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01000.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations and installation details.
- C. Samples: Submit two samples, 6x6 inch (152.4x152.4 mm) in size illustrating typical standing seam, or seam.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA and NRCA standard details and requirements.
- B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Fabricator and Installer: Flashing and Sheet Metal Trim to be done by a qualified firm using experienced workmen. The Contractor shall demonstrate to the Commissioner's satisfaction that the firm maintains an organization with the necessary technical knowledge, experience and facilities to perform the required work properly and within the required time.

1.7 PRE-INSTALLATION CONFERENCE

- A. Convene one week prior to commencing work of this section, under provisions of Section 01000.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01000.
- B. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage
- C. Prevent contact with materials which may cause discoloration or staining.

1.9 COORDINATION

- A. Coordinate work under provisions of Section 01000.

1.10 GUARANTEE/WARRANTY

- A. In accordance with the Article on "Guarantees and Warranties" in Section 01000, the Contractor herein guarantees that all work specified in this Section will be free from defects of materials and workmanship for a period of two (2) years.
- B. Furnish a written guarantee in the form specified in Section 01000.
- C. Provide a five (5) year manufacturer's warranty under provisions of the Article on "Guarantees and Warranties" of Section 01000.
- D. Warranty: Include coverage for degradation of metal finish or flexible sheet membrane.

PART 2 - PRODUCTS

2.1 SHEET MATERIALS

- A. Aluminum Sheet: ASTM B209, 3003-O alloy, .025 inch (.635mm) thick; mill finish, shop pre-coated with epoxy coating of color as selected by the Commissioner.
- B. Stainless Steel: ASTM A167, Type 304 soft temper, .020 inch (.508mm) thick; smooth 4D finish.
- C. Flexible Sheet Membrane Flashing: Nonreinforced flexible, black elastic sheet flashing of 50 to 65 mils' thickness and complying with the following:
  - 1. Shore A Hardness (ASTM D 2240): 50-70

2. Tensile Strength (ASTM D 412): 1200 psi
3. Tear Resistance (ASTM D 624, Die C): 20 labs. per linear.
4. Ultimate elongation (ASTM D 412): 250 per cent.
5. Low temperature brittleness (ASTM C 746): Minus 30 degrees F.(minus 35 degrees C).
6. Resistance to ozone aging (ASTM D 1149): no cracks for 10 per cent elongated sample for 100 hours in 50 pphm (50.5 mPa) ozone at 104 degrees F (70 degrees C).
7. Resistance to Heat Aging (ASTM D 573): maximum hardness increase of 15 points, elongation reduction of 40 per cent, and tensile strength reduction of 30 per cent, for 70 hours at 212 degrees F (100 degrees C). Acceptable Products:
  - a. Neoprene synthetic rubber sheet.
  - b. Butyl synthetic rubber sheet.
  - c. EPDM synthetic rubber sheet.

D. Lead Sheet (for Drain Flashing): Provide four (4) pound lead sheet (12) inches wider than drain diameter to fit under clamping ring and turned down one (1) inch into the drain sump.

## 2.2 ACCESSORIES

- A. Fasteners: Stainless steel with soft neoprene washers.
- B. Underlayment: ASTM D2178, No. 15 asphalt saturate roofing felt.
- C. Slip Sheet: Rosin sized building paper.
- D. Protective Backing Paint: Zinc chromate alkyd.
- E. Sealant: Polyurethane type, specified in 07 92 00 Joint Sealants.
- F. Bedding Compound: Rubber-asphalt type.
- G. Plastic Cement: ASTM D4586, Type I.
- H. Reglets: Surface mounted and/or Recessed type, stainless steel manufactured by Fry Reglet Corporation or approved equal.
- I. Cap Flashing: Cap flashing of twenty-four (24) gauge stainless steel,(width as required for existing conditions).
- J. Vent Stack Flashing: Twenty four (24) gauge stainless steel vent sleeves with stainless steel flashing collar welded to vent pipe.
- K. Sealant Pockets: Formed of twenty-four (24) Gauge Stainless Steel.
- L. Gravel Stops and Fascias: When aluminum is called for it shall be Aluminum 3003 alloy complying with Federal Specifications QQ-A349C and unless otherwise specified shall have a minimum thickness of 0.050 inch with mill finish.
- M. Nails and Fasteners: Shall be of aluminum, stainless steel, or white bronze. Where exposed fasteners cannot be avoided they shall have finished heads.
- N. Solder: ASTM B32; 50/50 type.
- O. Flux: FS O-F-506.

2.3 COMPONENTS

- A. Gutters: To match existing profile.
- B. Downspouts: To match existing profile.
- C. Accessories: Profiled to suit gutters and downspouts.

2.4 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet interlockable with sheet.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- E. Form material with standing batten, or flat lock seams.
- F. Prein edges of stainless steel or aluminum sheet. Solder shop formed metal joints. After soldering, remove flux. Wipe and wash solder joints clean. Weather seal joints.
- G. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; solder for rigidity, seal with sealant.
- H. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- I. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.
- J. Form sheet metal pans (pitch pockets): Shall be six (6) inches high from top of gravel with locked and folded seams. Bottom of pan fabricated with four (4) inch flanges which shall be nailed to wood nailers fastened to roof deck and covered with roofing felts and elastomeric sealant. Hem top flanges one-half (1/2) inch on itself. Fill pocket with polyurethane sealant, pitch and slope top surface to drain freely. Solder all slits where new or existing sealant pockets must be slit to fit over existing roof-mounted items cannot be temporarily raised and later refastened.
- K. Cap Flashing: Overlap all base flashing not less than four (4) inches. Cap Flashing shall be lapped a minimum of six (6) inches.
- L. Vent Stack Flashing: Set flange of sleeves in asphaltic or plastic cement on first layer of roofing and at all corners and in between. Seal off edge of flange with six (6) inch strip of glass fabric set in asphaltic cement and over this apply balance of roofing. Seal around base of stacks with plastic cement.
- M. Gravel Stops and Fascias:
  - 1. Form gravel stops to configuration to match existing with roof deck flange punched with three-eighths (3/8) inch by one-eighth (1/8) inch holes four (4) inches on center. Finish and color to be selected by the "Commissioner".
  - 2. Set gravel stop on roofing base sheet in mopping of asphalt so as to engage the drip edge over a previously placed continuous cleat. Both cleat and roof flange of gravel stop shall be nailed twelve (12) inches on center. No nailing shall be visible in the finish work.



3. Lap ends four (4) inches, with layer of asphaltic or plastic cement between end laps. Seal off roof deck flange with four (4) inches strip of glass fabric set in asphalt, and continue with balance of roofing.

N. Drain Flashing: Any repair work involving pipes shall involve a minimal amount of disruption on the part of the contractor to the existing facilities and operation of the building.

O. Fabricate snow guards to match or be compatible with existing conditions.

## 2.5 FINISH

- A. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15mi.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### 3.2 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels. Seal top of reglets with sealant.

### 3.3 INSTALLATION

- A. Conform to drawing details included in the SMACNA and NRCA manual.
- B. Insert flashings into reglets to form tight fit. Secure in place with lead wedges. Pack remaining spaces with lead wool.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.
- F. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- G. Install snow guards 18 inch (mm) up slope from eaves and valleys.
- H. Set splash pads under downspouts. Set in place with hot mop application compatible with roof surface.
- I. Seal metal joints watertight.

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3.4 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01000.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION 076200

SECTION 077100 - MANUFACTURED ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Copings, Fascias, Gravel stops, Vents.
- B. Roof control expansion joint covers.
- C. Roof membrane vents.
- D. Pre-fabricated curbs for mechanical equipment supports.

1.2 RELATED SECTIONS

- A. Section 06 11 00 Wood Framing.
- B. Section 06 15 00 Wood Decking.
- C. Section 07 52 16 (SBS) Modified Bituminous Membrane Roofing.
- D. Section 07 71 23 Manufactured Gutters and Downspouts.

1.3 REFERENCES

- A. ASTM D2822 - Asphalt Roof Cement.
- B. NRCA (National Roofing Contractors Association) - Roofing and Waterproofing Manual.
- C. SMACNA - Architectural Sheet Metal Manual.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01000.
- B. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- C. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- D. Samples: Submit two samples, illustrating component shape, finish, and color.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with SMACNA and NRCA details.
- B. Maintain one copy of each document on site.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Cheney Flashing Company.
- B. W.P. Hickman Company.
- C. MM Systems Corporation.
- D. Substitutions: Under provisions of Section 01000.

### 2.2 COMPONENTS

- A. Copings and Gravel Stops: Formed aluminum, .063 inch (1.6 mm) thick, shaped as indicated, including special supports spaced at 5 feet (1524 mm) oc. Include cover plates to conceal and weather seal joints and attachment flanges.
- B. Control and Expansion Joint Covers: Composite construction of flexible butyl vinyl strip flashing each edge seamed to aluminum sheet metal flanges, designed for nominal joint width as required by existing conditions. Include special formed corners, tees, intersections, and wall flashings, each sealed watertight.
- C. Roof Vents: Formed aluminum sheet metal, .090 inch (2.2 mm) thick, of watertight construction to permit construction below roof membrane to breathe; with attachment flanges as required by existing conditions.
- D. Attic Vents: Type of aluminum, sheet metal, .090 inch (2.2 mm) thick, formed to permit installation with roofing and shed water. Fabricate with minimum free area of ventilation required by applicable code.
- E. Roof and Equipment Support Curbs: Galvanized sheet steel heavy gauge thickness determined by existing loading conditions assembly to be fully welded and mitered corner seams, internal reinforcing on sides 36" and greater (12" o.c. at equipment curbs) integral base, plate pressure treated wood nailers and 1 1/2" thick, fiberglass insulation manufacturer: Custom Curb Co., Inc. or approved equal.

### 2.3 ACCESSORIES

- A. Sealant: Same as specified in Section 07 92 00 Joint Sealants.
- B. Roofing Cement: Same as specified in Sections 07 16 00.

### 2.4 FINISHES

- A. Aluminum: Mill finish as selected.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.2 INSTALLATION

- A. Install components in accordance with manufacturer's instructions.
- B. Conform to SMACNA - Architectural Sheet Metal Manual NRCA - Waterproofing Manual drawing details.
- C. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
- D. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.
- E. Coordinate installation of flashing flanges into reglets.

END OF SECTION 077100

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SECTION 077123 - GUTTERS, DOWNSPOUTS, ROOF DRAINS AND LEADER LINE PIPING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Stainless steel gutters and downspouts, downspouts, scuppers, roof drains, leader line piping, testing, cutting and patching.

1.2 RELATED SECTIONS

- A. Section 07 62 00 Sheet Metal Flashing and Trim: Precast concrete splash pads at downspout outlets.
- B. Section 07 71 00 Roof Specialties.
- C. Section 09 91 00 Painting: Field painting of metal surfaces.

1.3 REFERENCES

- A. ASTM A167 - Stainless and Heat-Resisting, Chromium-Nickel Steel Plate
- B. ASTM A446 - Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.
- C. ASTM B32 - Solder Metal.
- D. ASTM B486 - Paste Solder.
- E. FS O-F-506 - Flux, Soldering, Paste and Liquid
- F. FS TT-C-494 - Coating Compound, Bituminous, Solvent Type, Acid Resistant.
- G. SMACNA - Architectural Sheet Metal Manual.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01000.
- B. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.
- C. Product Data: Provide data on prefabricated components.

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- D. Samples: Submit two samples, 6 inch (152.4mm) long illustrating component design, finish, color and configuration.

1.5 QUALITY ASSURANCE

- A. Conform to SMACNA Manual for sizing components for rainfall intensity determined by a storm occurrence of 1 in 10 years.
- B. Maintain one copy of each document on site.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for size and method of rain water discharge.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01000.
- B. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, to provide ventilation. Slope to drain.
- C. Prevent contact with materials during storage which may cause discoloration, staining, or damage.

1.8 COORDINATION

- A. Coordinate work under provisions of Section 01000.
- B. Coordinate the work with downspout discharge pipe inlet.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Zurn Industries
- B. Jones Spec.
- C. Josam Manufacturing Co.
- D. Or approved equal.



2.2 MATERIALS

- A. Stainless Steel: ASTM A167, Type 304, soft temper, as required for forming and performance. 4D finish.

2.3 COMPONENTS

- A. Gutters: SMACNA Rectangular or Square style profile, size to match existing.
- B. Downspouts: SMACNA Rectangular or Square profile, size to match existing.
- C. Scuppers: Size and profile to match existing.
- D. Accessories: Profiled to suit gutters and downspouts.
- E. Splash Pads or Blocks: Precast concrete type, of 18 inch by 30 inch by 3 inches thick, minimum 3000 psi (21 Mpa) at 28 days, with minimum 5 percent air entrainment.

2.4 ACCESSORIES

- A. Anchorage Devices: Type recommended by fabricator.
- B. Gutter Supports: Brackets. Straps. Spikes and ferrules.
- C. Downspout Supports: Brackets and Straps as required.
- D. Fasteners: Stainless steel with soft neoprene washers. Finish exposed fasteners same as flashing metal.
- E. Primer: Zinc chromate type.
- F. Protective Backing Paint: Zinc chromate alkyd
- G. Solder: ASTM B32; 50/50 type.
- H. Flux: FS O-F-506.

2.5 FABRICATION

- A. Form gutters, downspouts and scuppers of profiles and sizes to match existing.
- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.

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- E. Pre-tin edges of stainless steel sheet. Solder shop formed metal joints. After soldering, remove flux. Wipe and wash solder joints clean. Weather seal joints.
- F. Fabricate gutter and downspout accessories; seal watertight.

2.6 CUTTING AND PATCHING

- A. Provide all labor and material for repair of any areas disturbed due to work of this contract and provide a finish which matches the adjoining surfaces.

2.7 FINISHES

- A. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).
- B. Apply bituminous protective backing on surfaces in contact with dissimilar materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.

3.2 INSTALLATION

- A. Install gutters, downspouts, scuppers and accessories in accordance with manufacturer's instructions.
- B. Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.
- C. Slope gutters 1/4 inch per foot (6.3 mm/m) minimum.
- D. Seal metal joints watertight.
- E. Set splash blocks under downspouts. Secure in place with method compatible with substrate.

END OF SECTION 077123

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Preparing substrate surfaces.
- B. Sealant and joint backing.

#### 1.2 RELATED SECTIONS

- A. Section 07 52 16 (SBS) Modified Bituminous Membrane Roofing.
- B. Section 07 62 00 Sheet Metal Roofing: Sealants required in conjunction with roofing.

#### 1.3 REFERENCES

- A. ASTM C790 - Use of Latex Sealing Compounds.
- B. ASTM C804 - Use of Solvent-Release Type Sealants.
- C. ASTM C834 - Latex Sealing Compounds.
- D. ASTM C919 - Use of Sealants in Acoustical Applications.
- E. ASTM C920 - Elastomeric Joint Sealants.
- F. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
- G. ASTM D1565 - Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
- H. SWRI (Sealant, Waterproofing and Restoration Institute) - Sealant and Caulking Guide Specification.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01000.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit three samples, illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

#### 1.5 QUALITY ASSURANCE

- A. Perform work in accordance with SWRI requirements for materials and installation.
- B. Maintain one copy of each document on site.

#### 1.6 QUALIFICATIONS

- A. Joint sealer work shall be performed by a qualified firm using experienced workmen. The Contractor shall demonstrate that the firm maintains an organization with the necessary technical knowledge, experience and facilities to perform the required work properly and within the required time.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.8 COORDINATION

- A. Coordinate work under provisions of Section 01000
- B. Coordinate the work with all sections referencing this section.

1.9 GUARANTEE/WARRANTY

- A. In accordance with the Article on "Guarantees and Warranties" in Section 01000, the Contractor herein guarantees that all work specified in this Section will be free from defects of materials and workmanship for a period of two (2) years.
- B. Furnish a written guarantee in the form specified in Section 01000.
- C. Provide a two (2) year manufacturer's warranty under provisions of the Article on "Guarantees and Warranties" of Section 01000.
- D. Warranty: Include coverage for degradation of metal finish, water tightness, and integrity of seals.

PART 2 - PRODUCTS

2.1 SEALANTS

- A. General Requirements: Provide colors as selected by the Commissioner. Select materials for compatibility with joint surfaces for each application required.
- B. Polyurethane Sealant (Type G): ASTM C920, Class 25, Use single component, chemical curing, non-staining, non-bleeding, capable of continuous water immersion, non-sagging self-leveling type; color as selected.
  - 1. Elongation Capability 25 percent
  - 2. Service Temperature Range -40 to 180 degrees F (-40 to 82 degrees C)
  - 3. Shore A Hardness Range 20 to 35
- C. Silicone Sealant (Type S): ASTM C920, Class 25; Use single component, solvent curing, non-sagging, non-staining, fungus resistant, non-bleeding; color as selected.

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

- B. Closed-Cell Synthetic Rubber Joint Backer: (for exterior joints requiring maximum durability) Provide expanded synthetic rubber complying with ASTM D1752 or ASTM D1056, Class SC-E (oil resistant and medium swell).
- C. Open-Cell Polyurethane Joint Backer:
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

#### 3.2 PREPARATION

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions.
- D. Protect elements surrounding the work of this section from damage or disfiguring.

#### 3.3 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

#### 3.4 CLEANING

- A. Clean adjacent soiled surfaces.

#### 3.5 PROTECTION OF FINISHED WORK

- A. Protect finished installation.

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B. Protect sealants until cured.

END OF SECTION 079200

SECTION 079500 – EXPANSION JOINT ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Expansion joint assemblies for roof surfaces.

1.02 RELATED SECTIONS

- A. Section 05 50 00 Metal Fabrications: Custom fabricated steel expansion and control joint devices.
- B. Section 07 62 00 Flashing and Sheet Metal Trim: Roof control joints.
- C. Section 07 92 00 Joint Sealants: Expansion and control joint finishing utilizing a sealant and bond breaker.

1.03 REFERENCES

- A. ASTM B221 - Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
- B. ASTM B308 - Aluminum-Alloy, 6061-T6 Standard Structural Shapes, Rolled or Extruded.
- C. ASTM B455 - Copper-Zinc Lead Alloy (Leaded Brass) Extruded Shapes.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01000.
- B. Shop Drawings: Indicate joint and splice locations, miters, layout of the work, affected adjacent construction, and anchorage locations.
- C. Product Data: Provide joint assembly profiles, profile dimensions, anchorage devices, available colors and finish.
- D. Submit two samples 6 inch (152.4mm) long, illustrating profile, dimension, color and finish selected.
- E. Manufacturer's Installation Instructions: Indicate rough-in sizes; provide templates for cast-in or placed frames or anchors; required tolerances for item placement.

1.05 FIELD MEASUREMENTS

- A. Verify that field measurements are as instructed by the manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Subject to compliance with requirements manufacturer's offering products which may be incorporated in the work include but are not limited to the following:

1. Watson Bowman Acme.
2. Pawling Corp.
3. MM Systems Corp.
4. Or approved equal.

## 2.02 MATERIALS

- A. Extruded Aluminum: ASTM B221, 6061 or 6063 alloy, T6 or T5 temper B308.
- B. Extruded Bronze: ASTM B455, 385 alloy.
- C. Resilient Filler: Neoprene exhibiting Shore A Hardness of 40 - 50 Durometer.
- D. Threaded Fasteners: Stainless steel.
- E. Backing Paint: Asphaltic type.

## 2.03 FABRICATION

- A. Joint Covers: Aluminum or Bronze cover plate, aluminum frame construction, with resilient neoprene retainer strip designed to permit plus or minus 50 percent joint movement with full recovery, flush and recess mounted.
- B. Back paint components in contact with cementitious materials.
- C. Galvanize embedded ferrous metal anchors and fastening devices.
- D. Shop assemble components and package with anchors and fittings.
- E. Provide joint components in single length wherever practical. Minimize site splicing.

## 2.04 FINISHES

- A. Resilient Filler Exposed to View: Color as selected by the Commissioner.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions under provisions of Section 01000.
- B. Verify that joint preparation and affected dimensions are acceptable.

### 3.02 PREPARATION

- A. Provide anchoring devices for installation and embedding.
- B. Provide templates and rough-in measurements.

### 3.03 INSTALLATION

- A. Install components and accessories in accordance with manufacturer's instructions.
- B. Align work plumb and level, flush with adjacent surfaces.
- C. Rigidly anchor to substrate to prevent misalignment.



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3.04 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01000.
- B. Do not permit traffic over unprotected floor joint surfaces.
- C. Provide removable strippable coating reinforced cloth tape to protect finish surface.

END OF SECTION 079500

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SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Work of this Section shall be in accordance with the Contract Documents. The "General Conditions Governing All Contracts" shall apply to all Work under this Contract. The Work of this Section shall include, but not be limited to the following:
1. Scrape, prime and paint all exposed surfaces of the following existing items on or above the roof work areas.
    - a. Ladders.
    - b. Doors and Frames.
    - c. Plumbing vents.
    - d. Hatches.
    - e. Ducts.
    - f. Grillages
    - g. Cooling tower and water tank support structures.
  2. "Paint" as used herein means all coating systems materials, including primer, emulsions, enamels, sealers, and other applied materials whether used as prime, intermediate or finish coats.

1.2 SUBMITTALS

- A. In accordance with the requirements of the General Conditions, samples, shop drawings, manufacturer's product data, test reports, and material certifications shall be submitted to the Commissioner for review and approval.
1. Product data for each type of paint.
  2. Color chart showing entire range.

1.3 PRODUCT HANDLING

- A. Deliver materials in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
1. Name and title of material.
  2. Fed. Spec. number, if applicable.
  3. Manufacturer's stock number and date of manufacture.
  4. Manufacturer's name.
  5. Contents by volume, for major pigment and vehicle constituents.
  6. Thinning instructions.
  7. Application instructions.
  8. Color and number.

1.4 JOB CONDITIONS

- A. Apply solvent -thinned paints only when temperature of surface to be painted and surrounding air temperatures are between forty-five (45) degrees Fahrenheit and ninety-five (95) degrees Fahrenheit unless otherwise permitted by paint manufacturer's printed instructions.
- B. Do not apply paint in snow, rain, fog or mist' or when relative humidity exceeds eighty-five (85) percent or to damp or wet surfaces; unless otherwise permitted by paint manufacturer's printed instructions.

1.5 PROTECTION

- A. Place paint or solvent soaked rags, waste or other materials which might constitute a fire hazard in metal containers and remove from premises at the close of each day's work. Take every precaution to avoid damage by fire.
- B. Provide suitable coverings to protect surfaces not requiring painting.

PART 2 - PRODUCTS

2.1 COLORS AND FINISHES

- A. Gloss Ratings: Specular gloss of finished surfaces shall be within the following ranges when measured at sixty (60) degrees Fahrenheit in accordance with ASTM D523.

|                        |                    |
|------------------------|--------------------|
| <u>Degree of Gloss</u> | <u>Gloss Units</u> |
| Gloss                  | Above 90           |

- B. Paint Coordination: Provide finish coats which are compatible with prime paints used.
- C. Color to be selected by the Commissioner.

2.2 MATERIAL QUALITY

- A. Provide best quality grade of various type of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. Provide undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.

2.3 EXTERIOR PAINT SYSTEMS

- A. Ferrous Metal
  - 1. 1st Coat - Zinc chromate pigmented primer (TT-P-86).

2. 2nd Coat - High gloss alkyd enamel (TT-E-489).
3. 3rd Coat - High gloss alkyd enamel (TT-E-489).

### PART 3 - EXECUTION

#### 3.1 INSPECTION

- A. The following schedule is taken from PPG Industries, Inc. to indicate minimum requirements for this project:
  1. Ferrous Metal (i.e. Lintels):
    - a. 1st Coat - "Speedhide" red rust inhibitive steel primer (6-208 series).
    - b. 2nd Coat - "Pitt-glaze" acrylic-epoxy gloss coating (solvent base 16 line).
    - c. 3rd Coat - "Pitt-glaze" acrylic epoxy gloss coating (solvent base 16 line).
- B. Examine areas and conditions under which painting work is to be applied for conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.
- C. Starting of painting work will be considered as acceptance of surfaces and conditions within nay particular area.
- D. Do not paint over dirt, rust scale, grease, moisture scuffed surfaces, or other conditions detrimental to formation of a durable paint film.

#### 3.2 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
- B. Ferrous Metals
  1. Clean ferrous surfaces which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

#### 3.3 APPLICATION

- A. Clean-Up
  1. During progress of work, at the end of each day, remove discarded paint materials, rubbish, can and rags from site.
  2. Upon completion of painting work, clean paint-splattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- B. Protection

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1. Protect work of other areas, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the "Commissioner."
2. Provide "Wet Paint" signs as required to indicate newly-painted finishes. Remove temporary protective wrappings provided for protection of adjacent areas, after completion of painting operations.
3. At the completion of work, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION 099100



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

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

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**Contract for Furnishing all Labor and Material Necessary and Required for:**

**CONTRACT NO. 1            GENERAL CONSTRUCTION WORK**

# **Douglaston and North Hills Libraries Roofing Projects**

**LOCATION:**                      249-01 Northern Boulevard & 57-04 Marathon Parkway  
**BOROUGH:**                    Queens 11363 & 11362  
**CITY OF NEW YORK**

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Contractor \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_

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Entered in the Comptroller's Office

First Assistant Bookkeeper \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_

